2337.

# SUPREME COURT OF THE UNITED STATES.

## No. 103.

THOMAS JACKSON ET AL., APPELLANTS,

VERSUS

WM. E. ASHTON.

APPEAL FROM THE CIRCUIT COURT U. S. FOR THE PENNSYLVANIA DISTRICT.

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Pleas before the honorable the judges of the Circuit Court of the United States, in and for the district of Pennsylvania, in the third circuit, at Philadelphia, of October sessions, A. D. 1830.

It is thus contained:

THOMAS JACKSON, a citizen of the State of Virginia, WILLIAM GOODWIN JACKSON and MARIA CONGREVE JACKSON, citizens of Virginia, infants by their father and next friend, the said THOMAS JACKSON,
*vs.*
The Reverend WILLIAM E. ASHTON, a citizen of the State of Pennsylvania.
} *In Equity.*

*To the honorable the Judges of the Circuit Court of the United States, in and for the Pennsylvania district:*

Humbly complaining, show unto your honors your orator Thomas Jackson, a citizen of the State of Virginia, and your orators William Goodwin Jackson and Maria Congreve Jackson, infants, both citizens of Virginia, by their father and next friend the said Thomas Jackson; that Maria Goodwin, widow, deceased, formerly of the city of Philadelphia, but late of the parish of Shelbourne, Loudon county, Virginia, the mother in-law of your orator the said Thomas Jackson, and the grandmother of your orators the said William Goodwin Jackson and Maria Congreve Jackson, made her last will and testament, in the presence of two credible witnesses, on the twenty-eighth day of October, one thousand eight hundred and twenty-nine, which said last will and testament was duly proved according to law, after the decease of the said Maria Goodwin, in the county court of Loudon county aforesaid, on the fourteenth day of December, in the year aforesaid, by which said last mentioned will and testament the said Maria Goodwin devised and bequeathed all her lands, tenements, and hereditaments, together with all her goods and chattels, real and personal, and all rights, claims, and interests whatsoever, appertaining to her, the said Maria Goodwin, at the date of her said last will and testament, or that might appertain to her at the time of her decease, unto your orator, the said Thomas Jackson, during his na-

tural life, and after the death of the said Thomas Jackson, unto your orators, the said William Goodwin Jackson and Maria Congreve Jackson, in fee simple, as tenants in common.

And your orators further beg leave to show to your honors, that the said Maria Goodwin, at the time of her said decease, and at the time of making her said last will and testament, had the power to dispose, by will, of the following described property, viz: "all those messauges or tenements and lot of ground whereon they are erected, situate at the southwest corner of Spruce street and Green street, in the city of Philadelphia, containing in front, on Spruce street, fifteen feet six inches, and in length or depth one hundred and two feet; bounded on the north by Spruce street, on the east and south by Green street, and on the west by ground late of ——— Miller, and all that certain lot or piece of ground and brick messuage or tenements thereon erected, situate on the east side of Delaware Seventh street, at the distance of seventy feet six inches from the north side of Mary street, in the city of Philadelphia, containing in front or breadth, on the said Seventh street, fifteen feet six inches, and in length or depth ninety feet; bounded on the south by ground of Joseph Penrose, on the east by ground of Secondo Bosio, on the north by ground of James Williams, and on the west by Seventh street aforesaid;" and "all that other messuage and lot of ground, situate on the North side of Lombard street, one hundred and fourteen feet from the east side of Delaware Eight street, in the said city, containing in front on Lombard street, sixteen feet, and in depth northward, sixty feet;" which said above described property passed to your orators, by virtue of the said last will and testament of the said Maria Goodwin, and vested in your orator, the said Thomas Jackson, for life, and in your orators the said William Goodwin Jackson and Maria Congreve Jackson, as tenants in common in fee simple.

And your orators further beg leave to show to your honors, that, upon the records of the recorder of deeds in and for the city and county of Philadelphia, they have discovered a mortgage purporting to be executed by the said Maria Goodwin, and by Kenneth Jewell, of the city of Philadelphia, as her trustee, to the Reverend William E. Ashton, of the city of Philadelphia, dated the fifth day of January, one thousand eight hundred and twenty-nine, and reciting a bond of even date with said mortgage from the said Maria Goodwin to the said Reverend William E. Ashton, in the penalty of six thousand dollars, conditioned for the payment, by the said Maria Goodwin, of three thousand dollars, with interest, to the said Reverend William E. Ashton, in one year from the date thereof, which said mortgage includes the lands, tenements, lots, and messuages hereinbefore described, and purports to be executed for the purpose of securing the payment to the said Reverend William E. Ashton, of the said bond of the said Maria Goodwin, and the sum of money therein mentioned and conditioned to be paid.

And your orators further beg leave to show to your honors, that no consideration whatever was ever given by the said Reverend William E. Ashton to the said Maria Goodwin for the said mortgage and bond, nor was she in any way, nor on any account, at the date thereof, nor at any time before or since, indebted to him, the said Reverend William E. Ashton, but shortly after the decease of Thomas Goodwin, the husband of said Maria Goodwin, which took place in the month of February, one thousand eight hundred nd twenty-eight, the said Reverend William E. Ashton stated to her that ae had a demand against her said husband, whom he knew she had been

much attached to, and who, he said, had behaved extremely ill to him, the said Reverend William E. Ashton, in certain money transactions, and whose memory he had it in his power to render odious by exposing the transactions to which he alluded, and urged her upon his promise to conceal the said transactions, and the alleged hardship of his case, to execute a mortgage to him of her real estate, with which he was well acquainted, to secure the amount which he said was due to him from the said Thomas Goodwin; but the said Maria Goodwin, who was then in good health, and acted in her affairs by the advice of her counsel, refused by the advice of her counsel to execute any mortgage or security to him to secure the payment of any debt of her said husband's, to him the said Reverend William E. Ashton; and, in order to avoid his importunity on the subject, refused to see him or receive his visits.

And your orators further beg leave to show to your honors, that shortly after the said Maria Goodwin had, as aforesaid, refused to see or receive the visits of the said the Reverend William E. Ashton, she was sometime in the month of December, one thousand eight hundred and twenty eight, taken ill, and confined to the house; and the state of her own, and her husband's affairs, she being his executrix, pressing much upon her, she fell into a low nervous state of spirits, and her memory became greatly impaired, and the general powers of her mind affected; and whilst, in the said last mentioned state of health and mind, the said the Reverend William E. Ashton renewed his visits to the said Maria Goodwin, and professed great kindness and regard for her, and, in a great measure, took upon himself the management of her affairs and business; and, having gained her confidence, prevailed upon her, in the absence of any friend or legal adviser, to execute to him the said bond and mortgage hereinbefore mentioned, and to direct her trustee, the said Kenneth Jewell, to join in the execution of said mortgage, representing to her, as a clergyman, that she ought to do so; which said representation, she being of a devout disposition and religious inclination of mind, your orators believe had, in her then state of health and mind, great influence upon her.

And your orators further beg leave to show to your honors, that, in addition to the circumstance of no consideration whatever having passed between the said Maria Goodwin and the said the Reverend William E. Ashton for the said mortgage and bond, the said Maria Goodwin was, at the time of the execution thereof, from her state of health and mind, utterly incapable of understanding or comprehending the meaning of the same, and upon the recovery of her health, and consequent restoration of mind, which took place shortly before she went, in the summer of the year one thousand eight hundred and twenty-nine, to reside in Virginia, was only, with difficulty, made conscious by repeated inquiries made of her by your orator, the said Thomas Jackson, that she had signed some papers at the instance and request of the said the Reverend William E. Ashton; of the purport of which she was, as she declared, entirely ignorant.

And your orators further beg leave to show to your honors, that upon the discovery as aforesaid, of the existence of the said mortgage upon the record, which discovery took place in the summer of 1829, your orator, the said Thomas Jackson, called upon the said the Reverend William E. Ashton, in the city of Philadelphia, to know how the debt therein set forth, as owing by the said Maria Goodwin, was contracted, and whether any, and

what consideration had been given for the same by him, the said the Rev. William E. Ashton, to the said Maria Goodwin; whereupon the said the Reverend William E. Ashton stated to him, that it was given merely as a collateral security for any balance that might be owing to him, the said the Reverend William E. Ashton, by the said Thomas Goodwin, deceased, the husband of the said Maria Goodwin, which he did not think would exceed five hundred dollars, after applying the property and securities received by him, the said the Reverend William E. Ashton, from the said Thomas Goodwin, in his lifetime, to extinguish the debt owing by the said Thomas Goodwin to him, the said the Reverend William T. Ashton, so far as the same would extend, the amount of which said debt, and the property and securities received, he also stated; whereupon your orator, the said Thomas Jackson, offered rather than the property of the said Maria Goodwin should remain encumbered by the said mortgage, to pay the said sum of five hundred dollars to the said the Reverend William E. Ashton, provided he would release the said mortgage, urging much upon him the propriety of so doing, as no consideration had been given for the same, but the said the Reverend William E. Ashton refused so to do, though he admitted that no consideration had been given by him for the said mortgage to the said Maria Goodwin. All of which actings and doings are contrary to equity and good conscience, and tend to manifest wrong and injury in the premises. In tender consideration whereof, and for as much as your orators are remediless in the premises at, and by the direct and strict rules of the common law, and cannot have adequate relief save in a court of equity, where matters of this and the like nature are properly cognizable and relievable.

To the end therefore that the said the Reverend William E. Ashton may, upon his corporal oath, full, true, direct and perfect answer make to all the matters herein before stated, as fully and particularly as if the same were hereinafter repeated and he thereto distinctly interrogated; and that not only as to the best of his knowledge and remembrance, but also as to the best of his information, hearsay and belief; and more especially that he may set forth and answer whether the said Maria Goodwin did not make her last will and testament at the time and to the effect hereinbefore stated, and whether at the time of her decease she did not possess the power to dispose by will of her real and personal property, and among other things and estate, of the messuages or tenements and lots of ground hereinbefore particularly described; and whether the said Maria Goodwin did not execute to him a mortgage, dated the fifth day of January, one thousand eight hundred and twenty-nine, and procure her trustee, Kenneth Jewell, to join in the execution of the same; and whether the said mortgage does not recite a bond bearing even date therewith, in the penalty of six thousand dollars, conditioned for the payment by the said Maria Goodwin of the sum of three thousand dollars to him, the said Reverend William E. Ashton, in one year from the date thereof; and whether the said mortgage does not include the messuages or tenements and lots of ground hereinbefore described and set forth; and whether the said mortgage does not purport to be executed for the purpose of securing the payment to him, the said Reverend William E. Ashton, of the said bond of the said Maria Goodwin, and the sum of money therein mentioned and conditioned to be paid; and whether any consideration whatever was given by him, the said Reverend William E. Ashton, to the said Maria Goodwin, for the said mortgage and bond; and if any consideration was given by him, what the same consisted of and amounted to;

and whether she, the said Maria Goodwin, was in any manner indebted to him, the said Reverend William E. Ashton, at the date of the said mortgage and bond, and on what account, and in what sum of money; and whether he, the said Reverend William E. Ashton, shortly after the decease of the said Thomas Goodwin, the husband of the said Maria Goodwin, did not state to her that he had a demand against her said husband, and what the same was, and the particulars thereof; and whether the said Maria Goodwin was not much attached to her said husband; and whether he, the said Reverend William E. Ashton had not, shortly after the death of the said Thomas Goodwin, and when and where, a conversation or conversations with the said Maria Goodwin, in which he informed her that the said Thomas Goodwin had behaved extremely ill to him, the said Reverend William E. Ashton, in certain money transactions, and that he had it in his power to render the memory of the said Thomas Goodwin odious, by exposing the said transactions; and whether he, the said Reverend William E. Ashton did not, at the time of the said last mentioned conversation, or shortly after the death of the said Thomas Goodwin, urge the said Maria Goodwin, upon his the said William E. Ashton's promise to conceal the said hereinbefore mentioned behaviour of the said Thomas Goodwin, in the said hereinbefore mentioned money transactions, or upon some other and what consideration or inducement, to execute to him a mortgage of her real estate, to secure the amount which he, the said Reverend William E. Ashton, said was due to him by the said Thomas Goodwin; and whether the said Maria Goodwin was not, shortly after the decease of her husband, in good health, and whether she did not act in her affairs by the advice of counsel; and whether she did not, by the advice of her counsel, refuse to execute any mortgage or security to him, to secure the payment of any debt of her said husband's, and when; and whether the said Maria Goodwin did not, some short time after the death of said husband, or at some other time after his death, and when, refuse to see him the said Reverend William E. Ashton, in order to avoid his importunity on the subject of securing to him, by mortgage of her real estate, or other security, the payment of her said husband's debt, or for some other and what cause; and whether the said Maria Goodwin was not, some time in the month of December, one thousand eight hundred and twenty-eight, or at some period about that time, and when, taken ill and confined to the house; and whether the said Maria Goodwin, about the month and year last mentioned, or at some period about that time, and when, did not, in consequence of the pressure upon her of her husband's affairs, or some other and what cause, fall into a low nervous state of spirits, and her memory become greatly impaired, and the general powers of her mind affected; and whether he, the said Reverend William E. Ashton did not, whilst the said Maria Goodwin was in the said last mentioned state of spirits, memory and mind, or at some time, and when, renew his visits to the said Maria Goodwin, and profess great kindness and regard for her, and, in a great measure, take upon himself the management of her affairs and business, and gain her confidence; and whether he did not prevail upon the said Maria Goodwin to execute to him, the said Reverend William E. Ashton, the mortgage and bond hereinbefore mentioned, and to direct her trustee, the said Kenneth Jewell, to execute the same also; and whether any friend of the said Maria Goodwin, or any counsel or legal adviser was present on her behalf, at the execution of the said mortgage, or of the bond therein recited; and whether he, the said Reverend William E. Ashton did not, previous

to the execution of the said mortgage and bond, represent to the said Maria Goodwin, as a clergyman, that she ought to do so; and whether the said representation did not produce great effect upon her, the said Maria Goodwin, in her then state of mind and health; and whether the said Maria Goodwin was not a woman of a devout disposition and religious inclination of mind; and whether the said Maria Goodwin was not, at the time of executing the said mortgage, from the state of her health and mind, utterly incapable of comprehending or understanding the meaning of the same; and whether your orator, the said Thomas Jackson, did not, upon the discovery of the said mortgage upon the record, and when, call upon him, the said Reverend William E. Ashton, to know how the debt therein set forth as owing by the said Maria Goodwin was contracted, and whether any and what consideration had been given by him, the said Reverend William E. Ashton, to the said Maria Goodwin for the said mortgage herein before mentioned; and whether, upon the said Thomas Jackson calling upon him as last aforesaid, he, the said Reverend William E. Ashton, did not state to the said Thomas Jackson that the said mortgage was given merely as a collateral security for any balance that might be owing to him from the said husband of the said Maria Goodwin, which he did not think would exceed five hundred dollars, after applying the property and securities received by him, the said Reverend William E. Ashton, from the said Thomas Goodwin in his lifetime, to extinguish the debt owing by him, the said Thomas Goodwin, to the said Reverend William E. Ashton; and what was the amount of the debt stated by him, the said Reverend William E. Ashton, to the said Thomas Jackson to be due to the said Reverend William E. Ashton from the said Thomas Goodwin, and the nature and amount of the securities received by him, the said Reverend William E. Ashton, from the said Thomas Goodwin, towards payment or extinguishment of the same; and whether your orator, the said Thomas Jackson, did not, upon the making of the said last mentioned statement by him, the said Reverend William E. Ashton, or at some other time, and when, offer, rather than the property of the said Maria Goodwin should be encumbered by the said herein before mentioned mortgage, to pay the said sum of five hundred dollars to him, the said Reverend William E. Ashton, provided he would release the said mortgage; and whether your orator, the said Thomas Jackson, did not urge much upon him, the said Reverend William E. Ashton, the propriety of releasing the said mortgage on the occasion last mentioned, or at some other time, and when; and whether he, the said Reverend William E. Ashton, did not on that occasion, or at some other time or times, and when, refuse to do so, although he admitted that no consideration had been given by him for the said mortgage to the said Maria Goodwin. And that the said Reverend William E. Ashton may answer the premises; and that the said mortgage may be declared fraudulent and void, as against your orators; and that the said Reverend William E. Ashton may be compelled by the decree of this honorable court to deliver the same to your orators to be cancelled, and may be also compelled to enter satisfaction upon the record of the same.

And that your orators may have such other and further relief in the premises as to your honors shall seem meet and the circumstances of this case require.

May it please your honors to grant unto your orators the United States' writ of subpœna, to be direct to the said Reverend William E. Ashton, thereby commanding him at a certain day, and under a certain penalty

therein to be inserted, personally to be and appear before your honors in this honorable court, then and there to answer to the premises, and to stand and abide such order and decree thereon as to your honors shall seem agreeable to equity and good conscience, and your orators, &c.

To the honorable the judges of the circuit court of the United States: third circuit in and for the eastern district of Pennsylvania, sitting in equity:

The answer of William E. Ashton, defendant to the bill of complaint of Thomas Jackson, and William Goodwin Jackson, and Maria Congreve Jackson, by their father and next friend, the said Thomas Jackson, complainants. This defendant, now and at all times hereafter saving and reserving to himself all and all manner of benefit or advantage of exception or otherwise, that can or may be made or taken to the many errors, uncertainties, and imperfections in the said bill contained, for answer thereto, or to so much thereof, as he is advised it is material or necessary for him to make answer to, answering, saith—

That he hath no knowledge of the will of Maria Goodwin in the complainants bill named, and if it be material to the complainants to prove the same, he prays leave to submit to this honorable court that they may receive such proof of the existence, date, substance, and contents thereof as the complainants may possess and may think proper to produce.

That he admits the existence and record of a mortgage executed by Maria Goodwin and by Kenneth Jewell, as her trustee. to the defendant, dated the fifth day of January, one thousand eight hundred and twenty-nine, reciting a bond of even date therewith, in the penalty of six thousand dollars, conditioned to pay three thousand dollars, with interest, in one year, which mortgage includes the lands, tenements, lots, and messauges described in the complainants' bill. The defendant begs leave, in precise answer to the allegations of the complainants, to set forth the circumstances which caused the said Maria Goodwin to give, and the defendant to receive the said bond and mortgage.

In the month of March, one thousand eight hundred and twenty-two, this defendant being about to receive a sum of money consulted Thomas Goodwin, then a broker of the city of Philadelphia, as to the investment of the same. The said Goodwin advised the defendant to leave it in his, the said Goodwin's hands, stating that he would put it out for the defendant on good security, as he had opportunities every day. The defendant in unsuspecting confidence, placed the sum of three thousand four hundred dollars, for investment, in the hands of said Goodwin; and also loaned to him the sum of two hundred and seventy five dollars, and received the said Goodwin's notes by way of acknowledgment. Soon afterwards the said Goodwin stated that Samuel Jones was called upon to discharge two mortgages on his estate amounting to twenty-five hundred dollars; that he had applied to the said Goodwin for that sum, and that he had intended to let him have so much of the defendant's money, for his property would be ample security. The said Thomas Goodwin received from Samuel Jones a bond and mortgage for two thousand six hundred dollars in favor of the defendant, and undertook to discharge the previous mortgages; but he discharged one of them only, amounting to ten hundred dollars, and he fraudulently withheld the sum of fifteen hundred dollars for his own purposes; and the other mortgage, (which was of that amount,) in favor of William Priestman, remained unsatified. To induce the said Jones and the defendant, however, to abstain from inqui-

ry, the said Goodwin obtained a certificate from the Recorder of Deeds of the county of Philadelphia, setting forth the said two mortgages, and at the foot of said certificate, the said Goodwin himself wrote the words "paid and satisfied," and then exhibited the said certificate to the said Jones and this defendant, and thus fraudulently led them to believe that both the said mortgages, earlier than the mortgage to the defendant, were discharged. The said Goodwin at the same time took from Samuel Jones a bond of indemnity, bearing date the seventh day of June, one thousand eight hundred and twenty-two, conditioned to indemnify the said Thomas Goodwin, (in the language of the said instrument,) that a certain judgment of seven hundred dollars, at the suit of Samuel Davis, was the only incumbrance against the property, and that within thirty days the said Jones would pay, or cause to be paid, the said judgment. The said Goodwin placed this bond of indemnity in the defendant's hands, the farther to convince him that his mortgage was the first incumbrance: he, the said Goodwin, well knowing that the mortgage of fifteen hundred dollars remained unsatisfied.

Schedule (A,) hereto annexed, contains a true copy of the said bond of indemnity.

The defendant repeatedly asked the said Goodwin for his mortgage; he however, declined giving it, stating that Davis's demand was not yet paid, and that as he was acting as the agent of the defendant, it would be improper to give him the mortgage until the property should be clear of its embarrassments. He again exhibited the certificate to prove that the mortgages were discharged, and desired the defendant to "sleep easy, as all is well." After repeated calls and repeated refusals to deliver the mortgage, the defendant became uneasy and called at the office for recording deeds and there discovered the imposition that had been practised, and was assured by the officer of the existence of the mortgage for fifteen hundred dollars, and that no certificate had been given that it was "paid and satisfied;" and that these words, if to be found on the certificate, must have been written by Mr. Goodwin himself. On the same day, when this discovery was made, the said Goodwin informed the defendant that he was about to stop payment; that he would compromise with his creditors, but that the defendant should not lose a cent. He at the same time made an appointment with the defendant, to meet him at the said Goodwin's office. At that meeting the said Goodwin acknowledged that he had deceived the defendant and Samuel Jones, and that he had used the money for his own purposes under the expectation that he would be able to make it up before his conduct should be discovered. He desired the defendant, however, not to be alarmed, and placed in the defendant's hands a mortgage, that day executed, for two thousand five hundred and seventy-five dollars, dated the twenty-eighth day of January, one thousand eight and twenty-three. He farther declared that this was to secure the defendant against the fifteen hundred dollars mortgage on Jones property, and to repay the balance of money left in his hands for investment, and a loan of two hundred and seventy-five dollars, for which he had given the defendant a note on the twenty-seventh of April, one thousand eight hundred and twenty-two. He assured the defendant that the property was free from all incumbrances, and that it was worth about three thousand dollars, and proposed, that on receipt of this the defendant should relinquish the mortgage on Jones' property. The defendant refused to do this: stated to the said Goodwin that he had lost all confidence in him, and that he could not take his word after the deception which

he had practised upon him. The defendant received the mortgage as collateral security, and when he went to record it discovered two mortgages of earlier date on the same property in favor of William Priestman, one for four hundred and the other for six hundred dollars, and on inquiry the defendant learned that the premises themselves were much less valuable than they had been represented to be by Thomas Goodwin. The defendant immediately called on the said Goodwin at his dwelling-house, in Blockley township, and reproached him with having deceived him again in the representation that there were no incumbrances on the property, whereas he had discovered two mortgages in favor of William Priestman, and insisted on immediate security or payment under the penalty of disclosure of the whole transaction. The said Goodwin replied, "what can you do if you push me, I will take the benefit of the insolvent law." The defendant rejoined, "Mr. Goodwin have you forgotten the certificate which you forged? My attorney informs me, that if either I or Mr. Jones should come into court with that certificate you will be in danger of going to hard labor." The said Goodwin became alarmed when he discovered that the certificate was in the defendant's possession, and stated that, if the defendant would keep the thing a secret he would sell the property and make good the deficiency. The whole of this conversation took place in the presence of Mrs. Maria Goodwin, who, when the defendant was departing, accompanied him to the door, appealed to his friendship for her, entreated him not to expose the transaction, declared that she would not have it known, especially in the church and among the congregation at Blockley, for any consideration whatever. She added, that Mr. Goodwin would sell the property and make provision for payment, and that she would make up the deficiency out of her own separate estate, for neither the defendant nor his child, whose deceased mother she declared she highly esteemed, should ever lose a cent. A few days afterwards the said Maria Goodwin call'd at the defendant's house, and asked him to show her the aforesaid certificate which he did, and she observed that it was her husband's hand-writing. She again entreated the defendant not to expose it, and said that she would pay him if her husband did not. Soon afterwards the said Thomas Goodwin and Maria Goodwin called at the defendant's house, and left with him a conveyance of eight hundred and thirty acres of land in Bald Eagle township, Centre county, Pennsylvania, to hold as collateral security; and the defendant executed an agreement to re-convey this land whenever his claim should be paid. He has since understood that the land was of no value. Some time afterwards the said Thomas Goodwin was engaged in prosecuting a suit for slander, said to have been uttered against him by a certain Isaac Moncrief. Apprehensions were entertained by Thomas Goodwin and Maria Goodwin that the above recited circumstances might be brought out upon the trial of the said suit, and they urged the defendant to prevail upon Moncrief's counsel not to call Samuel Jones as a witness, offering to the defendant as an inducement, that in the event of the said Thomas Goodwin failing in that suit he should lose his character and would be unable to pay the defendant's claim. The said Maria Goodwin especially besought this defendant upon the subject for the sake of her feelings, and declared, as she had previously done, that she would see the defendant paid if she should have to do it out of her separate estate, and that she would fulful all the promises she had theretofore made relative to the defendant's claim. The defendant accordingly called on the counsel of Isaac Moncrief and communicated to him the wishes of Thomas

and Maria Goodwin, and the effect that the proceedings might have upon his interests. The counsel however stated that he could not omit the testimony of Samuel Jones, and it was accordingly given upon the trial of the cause. The defendant afterwards received repeated promises of early payment from Thomas Goodwin, but no farther satisfaction was received during his life. The defendant continued to rest upon the assurances which had been so often given to him by both the husband and wife, and especially upon the good faith of the latter, in which he placed great reliance, after the repeated solemn voluntary promises which she had made to him, which he believed she had both the inclination and the ability to make good.

In the month of February, one thousand eight hundred and twenty-eight, the said Thomas Goodwin died suddenly. The manner of his death was calculated to inspire with deep and awful sensations the mind of his wife, it being discovered upon opening the carriage in which he had gone abroad, that he was a corpse. At that moment the said Maria Goodwin sent for this defendant, asked for his friendly assistance, desired him, together with Mr. Kenneth Jewell, to superintend the interment, and threw herself upon his kindness for consolation. After the funeral the defendant passed the evening at her house in religious conversation. When about to leave her she said, "Mr. Ashton I hope you will not forsake me. Come to see me as often as you can; if you cannot come in the day time come in the evening, and pray with me. I will be pleased to see you at any time; and, as soon as I get a little over my trouble, I will fulfil my promise and settle with you." The defendant replied, that he hoped she would not let his concern trouble her at that time; that it gave him not a moment's uneasiness. From this period the defendant continued to visit the said Maria Goodwin frequently, until prevented by an attack of illness in the spring of the same year, which confined him to his chamber and his bed. The said Maria Goodwin called to see him. She was, at her first visit, not admitted to his chamber, owing to the severity of his illness and the general directions of the physician, which prohibited the admission of any person except the immediate family. She called a second time, and was admitted into the room. After the usual inquiries into the state of the defendant's health, she desired the defendant's wife and his mother-in-law, Sarah Keen, (now deceased,) to remain in the room as she wished them to hear what she had to propose. She then addressed the defendant in substance, and nearly in words as follows: "Mr. Ashton I have been very much distressed about our affairs during your sickness. I was afraid you would die, and there would be some difficulty in settling them. I have now come to fulfil my promise, by offering you farther security. I will deed you the house in Lombard street, which is clear of all incumbrances, except some ground rent, to hold as collateral security till Mr. Goodwin's property is sold. Will you accept of it?" The defendant replied, that whatever she thought right he would be perfectly satisfied with. She then asked the defendant's wife how she liked the proposal. She replied that she had nothing to say to it, for the money belonged to the defendant's first wife; but she had often heard the defendant express his belief that she would pay him. The said Maria Goodwin stated, that she wished the defendant's wife to express her opinion of it. She (the defendant's wife,) then said she knew Mrs. Goodwin would do what was right, and she would be satisfied with whatever Mr. Ashton should agree to. The said Maria Goodwin then proceeded to say, "I wish what I am now going to do to be kept a profound secret, especially from Mr. Good-

win's creditors; as my property is not sufficient to enable me to pay them all, I shall prefer those who did not distress Mr. Goodwin during his embarrassments. I intend to pay yourself, the Farmers and Mechanic's Bank, in order to save Mr. Jewell, and some others. I will therefore call on Mr. Ingraham, my attorney, to draw the deed, and bring it as soon as it is ready." A few days afterwards the said Maria Goodwin called again. She proposed a visit to the property at Haddington, (on which the defendant held the mortgage from Thomas Goodwin,) for the sake of the defendant's health, as he was then able to go out. They accordingly went, together with the defendant's wife. During the excursion the said Maria Goodwin stated that she had called on Mr. Ingraham agreeably to her promise, but he refused to draw the deed, stating it would be wrong for her to pay any of her husband's debts; and that she must do nothing with her property for a year any way. She added, that the advice of Mr. Ingraham was very unjust; that it did not move her in the least from her intention to pay all Mr. Goodwin's friends to whom he was indebted, and that she felt bound in conscience as a christian to do so. She therefore delivered to the defendant a covenant, whereby she agreed to make good the deficiency, should there be one after the sale of her husband's property, in the payment of the defendant's claim of two thousand five hundred and seventy-five dollars, with the interest due thereon. Schedule (B,) hereto annexed, contains a true copy of the said covenant. This defendant expressly declares that, up to the date of this instrument, and until after he had received it, he had upon no occasion whatever suggested to the said Maria Goodwin, a desire that she should make payment to him of her husband's debt or any part of it The conversations which had taken place on the subject, and which the defendant has hereinbefore adverted to, uniformly took place at her instance; and neither were instigated or influenced in any way whatever by the defendant. All that had occurred had proceeded from her own motion, and was the result of her unbiassed will. On the thirty-first of December, one thousand eight hundred and twenty-eight, or about that time, the defendant called on the said Maria Goodwin, who asked him to lend her fifty dollars to pay her interest to the Farmers and Mechanics' Bank, and the defendant promised to do so. He then stated to her that, during the course of her promises and transactions relative to his claim upon her late husband, he had been perfectly passive and had not dictated to her or persuaded her to do any thing in the matter, and that she had acted freely and voluntarily in all that she had done. She replied that she was perfectly persuaded of it, and had told several of the defendant's friends that she intended to secure him. The defendant then asked if he might be permitted, for the first time, to be active in the business, and to inform her, as he knew that she was not aware of it, that the instrument which she had executed on the seventeenth of July previously, was not binding on her property as it was held in trust. She expressed much surprise, and said she supposed she had power to act for herself, and that she had that day executed a bond to Mr. Dodge, under the direction of counsel. She added that she was glad to be informed correctly, and that she wished to do what was right, and that there were other papers in the same predicament which she would have altered so as to make them legal. She also stated that she had executed a mortgage in favor of the bank, with the signature of her trustee, and that she would execute a similar one in favor of the defendant. A mortgage was accordingly prepared, and the said Maria Goodwin, Kenneth Jewell, and this defendant, attended at the office

of Mr. Thomas Mitchell, (scrivener,) for the purpose of having it executed. While there it was suggested by the said Maria Goodwin or Kenneth Jewell, or both, by way of inquiry of the scrivener, whether the mortgage should not contain a clause that it was intended to pay any deficiency which might arise after selling Thomas Goodwin's property. The scrivener replied in the negative, and stated that his clerk was then employed in drawing an agreement setting forth the nature of the transaction, and to be signed by this defendant. The papers were accordingly executed—the bond and mortgage by the said Maria Goodwin and Kenneth Jewell, her trustee, and the instrument of agreement by the defendant. In this latter instrument it is declared that the said bond and mortgage are made and executed, as a further and collateral security, for the payment of a mortgage bearing date the twenty-eighth day of January, one thousand eight hundred and twenty-three, given by Thomas Goodwin to secure the payment of two thousand five hundred and seventy-five dollars, with interest. The defendant has always held the said bond and mortgage of Maria Goodwin and Kenneth Jewell as such further and collateral security, and proposes to hold and use them still for that object. During all the time which elapsed from the period of Thomas Goodwin's death, up to the fifth day of January, one thousand eight hundred and twenty-nine, and afterwards, and especially at and about the period when the said bond and mortgage were executed, the said Maria Goodwin was in the enjoyment of as good a share of health as is common with persons advanced in life. She was of a slight frame of body, but not depressed by any infirmity, and her mind was active, intelligent, and vigorous. This defendant expressly denies that she was taken ill and confined to the house in the month of December, one thousand eight hundred and twenty-eight, or that she suffered, at that time or any other that he knows of, or ever heard of, previously to the execution of the said mortgage, under a low nervous state of spirits, or that her memory became impaired, or the general powers of her mind affected. And he also denies that, to his knowledge, or that he ever heard of, the said Maria Goodwin refused to see him, or receive his visits. And he also denies that he ever prevailed on her to execute the said bond and mortgage, or any other instrument, or to direct her trustee to join in the execution thereof; but expressly asserts that the same was done of her free will and accord, without any dictation, instigation, influence, or persuasion on the part of the defendant. That he never represented to her as a clergyman, that she ought to do so, but left her (except as he has already explained, with regard to the substitution of the bond and mortgage for the covenant,) altogether to the exercise of her own judgment. She wanted no persuasion, but always and on all occasions, manifested an anxious and spontaneous desire that the defendant should be paid, and that she might do every thing in her power to contribute to his security and the eventual satisfaction of his claim.

The defendant further states that the said Maria Goodwin, who resided in Twelfth street at the time the mortgage was executed, shortly after removed to the house of Dr. Fitch, in Walnut street. She had not been long there when she was taken ill, and was confined to her chamber for some weeks. The defendant has no doubt it is this illness to which the complainants refer in their bill—an illness which took place subsequent to the date of the mortage. During this time, the defendant never heard or believed that the said Maria Goodwin was unwilling to see him, much less that she had refused to see him. On the contrary, he understood that she complain

ed of his absence, and sent a message, desiring him to call and visit her. The defendant immediately called upon her, and found her confined by indisposition. She stated to him that she had not been able to pay the taxes which were due on her property, and asked him to lend her fifty dollars for the purpose. He stated to her that his funds had been exhausted by the payment of the mortgage to William Priestman, under which the property of her husband had been sold by the sheriff the previous week; that he was unable to lend her the money, but would call on the collector and become responsible for the amount. The said Maria Goodwin observed that he had ample security in the mortgage which she had given him. She afterwards repeatedly sent to the defendant for small sums of money on loan. And, having requested of himself and the said Kenneth Jewell, that one of them would take charge of the collection of her rents, the defendant became her agent for the superintendence of her real estate and collection of her rents, except as to the house in Lombard street, which was under the care of the said Kenneth Jewell. The balance remaining in his hands was paid, some time in the year one thousand eight hundred and twenty-nine, into the hands of Thomas Jackson, one of the complainants, who succeeded him in his agency. The said Maria Goodwin frequently conversed on the subject of the said mortgage. She said she was happier in mind since she had secured the defendant from eventual loss; but expressed a hope that he would not demand the amount of the mortgage during his lifetime. In the early part February, one thousand eight hundred and twenty-nine, the premises mortgaged to the defendant, by Thomas Goodwin, were exposed to sheriffs' sale, under a mortgage held by William Priestman. The defendant, in order to prevent a sacrifice, became himself the purchaser, at the price of sixteen hundred and fifty dollars. He paid on the eighteenth of February, to the attorney of William Priestman, the amount of principle and interest of his mortgages, being one thousand and ninety-seven dollars and fifty cents, and expects to pay, on receiving the sheriffs' deed, the costs of suit, amounting to fifty-five dollars and fifty-eight cents, together with the expenses of the deed. And, for a further and particular reply to the interrogative part of the complainants said bill, this defendant answers and says that he has no knowledge of the will of the said Maria Goodwin, or of her power to dispose of her real and personal property thereby; that she did execute to him a bond and mortgage, dated the fifth of January, one thousand eight hundred and twenty-nine, as described in the complainants bill, and under the circumstances hereinbefore set forth; and the said mortgage purports to be executed for the purpose of securing the payment to the defendant of the said bond, and the sum of money therein mentioned; that a good moral consideration subsisted at the time of the said Thomas Goodwin's death, arising from the defendant's forbearance to pursue his claims during the lifetime of the said Thomas Goodwin, at the instance, and on the promise to secure and repay him, of the said Maria Goodwin; and that, having subsequently renewed her promise, and executed a covenant under hand and seal, binding upon herself, her heirs, executors, and administrators, there was a legal consideration for the said bond and mortgage at the time the same were executed; that the said Maria Goodwin was indebted to him at the date of the said bond and mortgage, for any deficiency that might remain due to him after Thomas Goodwin's estate should be sold, agreeably to the terms of her aforesaid covenant. That the defendant, shortly after the death of the said Thomas Goodwin, did not state to her that he had a demand against her husband, or

what the same was, or the particulars thereof; that he believes the said Maria Goodwin was much attached to her said husband; that he had no conversation or conversations with the said Maria Goodwin, shortly after the death of Thomas Goodwin, in which he informed her that Thomas Goodwin had behaved extremely ill to him in certain money transactions, and that he had it in his power to render the memory of the said Thomas Goodwin odious, by exposing the said transactions; and that he did not, at the time of the last mentioned conversation, or shortly after the death of Thomas Goodwin, urge the said Maria Goodwin, upon his, the said defendant's promise to conceal the said behavior of the said Thomas Goodwin, in the said money transactions, or upon any other consideration or inducement, (except as he has hereinbefore particularly and at large explained,) to execute to him a mortgage of her real estate to secure an amount to him. And he believes, as he has already stated, that the said Maria Goodwin was, shortly after the decease of her husband, in good health; and he also believes that she acted in some of her affairs by the advice of counsel; that he has no knowledge that, by the advice of counsel, she refused to execute any mortage or security to this defendant to secure the payment of any debt of her husband, or that she ever refused on any occasion, to execute such mortgage or security, and he firmly believes she never did so refuse; and that the said Maria Goodwin did not, some short time after the death of her husband, or at any other time after his death, refuse to see this defendant, that this defendant ever heard or believes, either "to avoid his importunity," or for any other cause; and that the said Maria Goodwin was not, some time in the month of December, one thousand eight hundred and twenty-eight, taken ill and confined to the house, but she was so taken ill some time in the early part of the year one thousand eight hundred and twenty-nine; that she did not, to his knowledge, become impaired in her memory or affected in the general powers of her mind, although he believes her spirits were affected at the time to which he alludes, which was after the date of the said bond and mortgage. That the defendant visited the said Maria Goodwin at her request, when she was ill; he has not any recollection that he made professions of great kindness and regard for her at that time, although he certainly at all times during their acquaintance, entertained sentiments of regard towards her; and at her request, he did, as he has already stated, take upon himself the management of her affairs and business in a great measure; and he believes he possessed, although he did not consider it then for the first time acquired, her confidence; that he did not prevail upon her to execute to him the mortgage and bond aforesaid, and to direct her trustee, Kenneth Jewell, to execute the same also, otherwise than he has hereinbefore particularly set forth. That Kenneth Jewell was present at the execution of the said instruments, and was regarded by all persons present as her friend, and as acting in her behalf. Mr. Thomas Mitchell was also present, and the other persons who witnessed the respective instruments aforesaid. That this defendant did not, previously to the execution of the said mortgage and bond, represent to the said Maria Goodwin, as a clergyman, that she ought to do so, nor did he in any other way, attempt to exercise an influence over her, or to take advantage of any supposed confidence she might have in him. That the said Maria Goodwin was a woman of a devout disposition and religious inclination of mind; that she was not, at the time of executing the said mortgage, from the state of her health and mind, utterly incapable of comprehending or understanding the meaning of the same, on the contrary, her

health was as good as it had been at any time since her husband's death; her mind was clear, strong, and active, her attention widely awake to her proceedings, and her comprehension perfect as to the meaning of the instruments she executed, the objects they were designed to fulfil, and the motives which influenced her cheerfully and spontaneously to execute them. This defendant has no knowledge of the said Thomas Jackson's discovering the existence of the said mortgage by seeing it on the record, nor does he believe that the conversation to which the complainant's interrogatory seems to refer, was immediately after the said Thomas Jackson was informed of its existence. On the contrary, the defendant states that the existence and nature of the mortgage aforesaid, had been the subject of conversation between the said Thomas Jackson and the defendant, in the spring of one thousand eight hundred and twenty-nine, and were fully known to the said Thomas Jackson at that period. In the month of August or September of the same year, they again conversed repeatedly on the subject, and at this latter period only, did the defendant learn that any the slightest objection to the said mortgage was contemplated by the said Thomas Jackson. About the period last referred to, to wit, in the month of July, one thousand eight hundred and twenty-nine, an application was made by the First Baptist Church to purchase the house in Spruce street embraced by the said mortgage. Some negociation took place with regard to a release, which was desired from the defendant, of his claim upon that house, and he learned for the first time, that a difficulty was made with regard to the mortgage which he held. The defendant therefore called on the said Maria Goodwin and inquired whether she intended to dispute his claim? The said Maria Goodwin answered "no, not if you will let things remain as they are until my death, for, according to the course of nature, I cannot live long, and you will get all your money, for I understood that I gave you the mortgage as collateral security, to pay what might be owing or coming to you after my husbands' property should be sold, and that, in case I needed the money, you would not demand it until my death. She added that Mr. Jackson had told her the defendant intended to distress her, to take her property, and leave her pennyless, and that she had better dispute the defendant's claim, she not being bound to pay her husband's debts; but she proceeded to assure the defendant, that nothing should be done if the defendant did not demand his money until her death. The defendant assured her that he never intended to distress her, and that if he obtained payment ultimately, he would be perfectly satisfied. On the next succeeding day, the defendant saw the said Thomas Jackson, and a conversation then occurred, which is believed by the defendant to be the conversation inquired of in the complainant's interrogatory, an answer to which required the preceeding introduction. The said Thomas Jackson observed to the defendant that he, the defendant, had seen Mrs. Goodwin yesterday, and asked what she had said. The defendant replied that Mrs. Goodwin did not dispute his claim; that she understood she had given the mortgage as collateral security. The said Thomas Jackson answered, "So she tells me: but still it is a hard case, hard for you to lose and hard that Mr. Goodwin should pay, seeing that it was her husband's debt." The defendant said that he did not perceive why he, the said Thomas Jackson was so uneasy about it, for if Mr. Goodwin's property would bring the amount which it had been stated to be worth, Mrs. Goodwin need not pay the defendant more than five hundred dollars. Thomas Jackson then asked the defendant if he would not take the property at such estimate

The defendant told him *he* might take it, and make what he could out of it. This the said Thomas Jackson was unwilling to do, and again attempted to urge the defendant to retain the property, and release his claim on the said Maria Goodwin. This the defendant refused, and stated that he must have the full amount of his claim. The defendant did not express any belief that the balance coming to him, after the property and securities received from Thomas Goodwin should be applied, would not exceed five hundred dollars; he did state that the said mortgage was given as collateral security. The defendant then, or at some other time, he does not know at which precise period, stated to Thomas Jackson aforesaid, that Thomas Goodwin was indebted to him three thousand six hundred and seventy-five dollars, for moneys placed in his hands for investment, and for money lent; and that he held a mortgage of Samuel Jones for eleven hundred dollars, and a mortgage of Thomas Goodwin for two thousand five hundred and seventy-five dollars. The said Thomas Jackson did propose, through the counsel of the defendant, to pay to him five hundred dollars if the defendant would release the said mortgage, and did urge upon the defendant the release of the same, and the defendant refused to release the said mortgage, except upon payment of the whole amount of his claim; but the defendant did, upon no occasion, admit that no consideration had been given by him for the said mortgage to the said Maria Goodwin.

And this defendant denies all and all manner of unlawful combination without this, that there is any other matter, cause, or thing in the complainant's said bill of complaint contained, material or necessary for this defendant to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed, and avoided or denied, is true to the knowledge or belief of this defendant. All which matters and things this defendant is ready and willing to aver, maintain, and prove, as this honorable court shall direct; and humbly prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

[Orig'l is signed by counsel.]

William E. Ashton, the defendant above named, being duly sworn according to law, says that the facts contained in the foregoing answer, so far as they are stated of his own knowledge, are true; and so far as they are stated upon the information of others, they are true to the best of his knowledge and belief.

WILLIAM E. ASHTON.

Sworn and subscribed, this eleventh day of October, 1830.

S. BADGER, *Ald'n.*

*Schedule A.*

Know all men by these presents that we, Samuel Jones, of the village of Haddington, carpenter, and Norris Jones, of the same place, blacksmith, are held and firmly bound to Thomas Goodwin, of the city of Philadelphia, broker, in the sum of two thousand dollars, lawful silver money of the United States of America, to be paid to the said Thomas Goodwin, his certain attorney, executors, administrators, and assigns; to which payment, well and truly to be made, we bind ourselves, jointly and severally, for the whole and in gross, our and each of our heirs, executors and administrators, firmly by these presents. Sealed with our seals, dated the seventh day of June, in the year of our Lord one thousand eight hundred and twenty-two.

Whereas the said Norris Jones hath agreed to join his brother, the said Samuel Jones, to indemnify the said Thomas Goodwin, that a certain judgment of seven hundred dollars, at the suit of Samuel Davis, is the only encumbrance against the property of the said Samuel Jones, at Haddington aforesaid, excepting a mortgage for twenty six hundred dollars to the Rev. Willing E. Ashton, and that the said judgment shall and will be paid off, and satisfaction entered on record within ninety days from the date hereof. Now the condition of the above obligation is such, that if the above bounden Samuel Jones and Norris Jones, or either of them, shall and do within thirty days from the date hereof pay, or cause to be paid, the aforesaid judgment debt, or cause and procure satisfaction to be entered thereon of record; and that there are no other encumbrances against any of the property of the said Samuel Jones at Haddington aforesaid, save and except the aforementioned mortgage of twenty-six hundred dollars to the Rev. Willing E. Ashton, then the above obligation to be void, otherwise to be and remain in full force and virtue.

SAM'L JONES, [L. S.]
NORRIS JONES, [L. S.]

Sealed and delivered, in the presence of—
THOS. KENNEDY.

*Schedule B.*

Know all men by these presents that, whereas William E. Ashton, of the city of Philadelphia, holds a bond and mortgage, dated the 8th of January, 1823, against the estate of my late husband, Thomas Goodwin, and likewise a deed of conveyance for eight hundred and thirty acres of land in Bald Eagle township, Centre county, State of Pennsylvania, to secure to the said William E. Ashton, his heirs and assigns, the payment of two thousand five hundred and seventy-five dollars, with lawful interest for the same. Now, know ye that, for divers good and valuable considerations, as well as for the further consideration of one dollar to me in hand well and truly paid, the receipt whereof is hereby acknowledged, I do hereby covenant and agree to and with the said William E. Ashton, his heirs, executors, and administrators, that should the property of Thomas Goodwin aforesaid, when sold, be insufficient to discharge the above claim of two thousand five hundred and seventy-five dollars, with the interest due thereon, to pay and make good the deficiency out of my own private and separate estate; for the payment of which sum, I do by these presents bind myself, my heirs, executors, and administrators: *Provided, nevertheless,* that nothing herein contained is to effect or at all prejudice the claim of the said William E. Ashton upon any other property or against any other person for the said sum of money due him from the estate of the said Thomas Goodwin, but all sureties for the payment of the said sum are to be and remain the same as if these presents had never been made and executed.

In witness whereof, I have hereunto set my hand and seal, this 17th day of July, 1828.

MARIA GOODWIN, [L. S.]

Sealed and delivered, in presence of us—
D. R. ASHTON.
ANNA B. LONG.

Replication. The replication of Thomas Jackson, William Goodwin Jackson, and Maria Congreve Jackson, complainants, to the answer of William E. Ashton, defendant.

These repliants, saving and reserving to themselves all and all manner of exception to the manifold insufficiencies of the said answer for replication thereunto, say that they will aver and prove their bill to be true, certain, and sufficient in the law to be answered unto; and that the said answer of the said defendant is uncertain, untrue, and insufficient to be replied unto by these repliants; without this, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true; all of which matters and things these repliants are, and will be, ready to prove as this honorable court shall direct, and humbly pray, as in and by their said bill they have already prayed.

E. D. INGRAHAM,
*Solicitor for Complainants.*

Anna Long.—Have known Mrs. Goodwin from my childhood: first knew Mr. Ashton while he was pastor of Blockley church, a good many years ago; Mr. and Mrs Goodwin were members of the church. He was in the habit of visiting Mrs. G. after death of Mr. G.: dont know much of it before. In 1817 she was very much debilitated. I commence at that time: cannot state the nature. We considered her mind in a shattered state: her spirits very low: cannot say how long it continued: summer and fall, previous to his death, she had been in a very weak state: I had called frequently, and been refused. After his death she sent for me; she was in tolerable health, except spirits; went to reside with her on the 15th February, day of funeral: then resided in Lombard, near corner of 10th, and staid there till Nov., and then removed to 12th; I still being with her. Before Nov. she had a fit of illness: was confined to her bed: cannot recollect whether defendant called on her then: after that, never considered her in good health; insomuch so that I was about to leave her after she went to 12th st., on account of her shattered state of mind, continued despondency: telling me of the change she expected to take place, if I left her, on account of her professed attachment to me. She went from 12th to Walnut street. In Lombard st. I was present at a conversation between her and defendant, concerning Mr. Goodwin's will. He said, I feel full confidence in you, Mrs. Goodwin. The following evening she was taken ill, and spoke to a lady and myself, and stated how she would wish to have her property disposed of to her grandchildren. There was a few legacies; little keep-sakes: cannot name them: staid at Walnut st. till January.

Miss Jackson arrived from Leesburgh in April, after the death of Mr. G., and staid till 30 of April of next year. From Christmas, after death of Mr. G., through January, Mrs. G. was in a very shattered state of mind. I continued with her till she left the city, in September following. Defendant was pretty constant in his visits after death of Mr. G.: very kind and attentive. I witnessed one paper in July, after death of Mr. G.: it was executed in Lombard st. I was called down stairs to witness a paper: I refused at first: found the two, Mr. Ashton and Mrs. Goodwin: my only objection was a general one, to putting my name to a piece of paper. I signed it without knowing what it was. I said to defendant, I have signed this paper, and don't know what I have signed: he said, it is a piece of writing

between Mrs. G. and myself. I heard defendant was in the house before I went down stairs: Miss Jackson was there then, and Miss Marsh, on a visit, now Mrs. Daniel Ashton. He had called with Miss Marsh after death of Mr. G.: not in habit of visiting there before. After we moved to Walnut st. he was on very friendly terms. Miss Marsh had come on Monday to Lombard st.: she staid till Saturday: she went to the country with us.

Cross-examined. This is my name and hand-writing.

Christmas, 1829, and for two weeks, Mrs. G. not confined to her bed or house; but it would have been much better for her if she had. Cannot describe the nature of her bodily illness. She was called on to attend her grand-daughter to church, to be received as a communicant, and refused; that seemed to me an insane act, compared with her previous conduct. On Monday morning I asked her for someting; she refused it. I accompanied her to corner of 4th and Market st., and could not get her to answer any question I put to her: this, another act, different from her general conduct. She said she was going further, and left me: I supposed she was going to Mr. Ingraham. Between Christmas and new-year her grand-daughter proposed family worship; she refused, and said she could not conduct family worship herself: Miss Jackson proposed conducting it herself, and she still refused: this was another such act. Gave no reason for not going to church, though we asked: her grand-daughter was 17. I had considered her mind in a very shattered state, and I accompanied her to 4th and Market from my own wish, not her request. Before grand-daughter came we had reading every day: when Mr. Ashton was there we had family worship. After Miss Jackson became a communicant we had it every day, unless from special reason; and so till April, after grand-daughter went away, (she officiated,) we had reading. By shattered state of mind I mean not capable of attending to her business, as I remarked from her general conduct. In March, after death of Mr. G., on her return from the country, instead of meeting us as usual, she hurried us one way and one another, and sat down and wept. There were some other small things: except these, recollect no other instance. Never heard her say a foolish thing, or do a foolish or wicked act. Except on these occasions, her conduct and conversation was intelligent and rational. Don't know hand-writing of this paper—the covenant.

Mrs. G. governed the family till she took sick: grand-daughter went to market part of time, she part of time, and I sometimes: grand-daughter gave me directions. On her recovery in Nov., she did the moving: she was the head of the family: grand-daughter kept money and took the receipts. Was of feeble frame—about 60. Defendant came with and without invitation; she received his visits kindly. Mrs. G. brought Miss Marsh there; she was taken ill there. After January, 1829, she was confined to her house, chamber, and bed occasionally; able to sit in her room on 2d of May. I was no relation: was there as a friend; but insisted on her receiving pay for [her] my board. On account of her state*ment* of mind I would not have transacted business with her without consulting her lawyer. I named what I had paid, because the grand-daughter said as you will urge it that will do. Recollect of no incoherent answer to any question. I often called on defendant to visit her after she went to Walnut st. Never knew of her offering to keep house for Dr. Fitch. She had taken the house: this I thought an insane act; to go from a small house that just suited us, to go to a large one we did not want. We occupied 5 upper rooms; 1 parlor, 2 chambers, 2 garrets, in 12th st. Before she went to Virginia she spent very anxious

nights; very anxious for us to read to her; her state of mind pretty much the same as before. She took house in Walnut st. to take boarders; Dr. Fitch was to be one of them.

I attended store after 17th March from 8 in the morning. Don't recollect ever saying she was insane, but have often spoke to Mrs. Harvey of her strange conduct; cannot particularize it. She went out every day to attend to her business. I belong to the Presbyterian church in 12th st.; recollect defendant one evening there; noticed no other. I never knew she owed defendant any money; he once spoke to me about it, and complained she had had money of him repeatedly; this was in Walnut st.

Dr. Francis S. Beatty.—Am a practising physician: attended Mrs. G. in Lombard near 8th; next at her place in the country; next in 9th below S.; next in Lombard near 9; next in Walnut near 7th. Attended Miss Jackson in 12: not certain if attended Mr. G. there or not. There was a constitutional melancholy about her on which all her complaint seemed to hinge; it affected her mind: appeared to labor under a debility and torpor of mind resembling that of her body. In country there was a very great degree of torpor of mind; this was in life time of Mrs. G. Sometimes mind disturbed when body was not so; would lie without giving answers; would answer yes or no, but no explanatory answers. When I was called in Walnut st. it appeared to have been an old complaint. Occasionally saw her; from my first call on her, there was always a melancholy about her, and occasional absence of mind. From time I first attended her, her mind was impaired; bluntened in her faculties; would rouse at a question as if she had been thinking of something else: a shrewd individual would take advantage of her in that state of mind. It appeared to be a constitutional affection: always viewed her as a very correct and conscientious woman. After first attack, in Lombard below 8th, never thought her in a condition possessed of complete vigor and activity of mind; was of a delicate frame and constitution; was 50 odd.

Cross examined. Perhaps it was in 1827 first saw her in Lombard st.; saw her seldom as a visiter; nothing so remarkable in her conversation as to make an impression; having greatest mental torpor, but little affection of the vital functions or any symptoms of organic disease. There was always a singularity of manners of her holding conversation and answering; visible, but not easy to define. Would not say she was insane, or ever give me an insane answer. A torpor or want of command over her mind; not ordinary symptoms of paralysis. When her attention was drawn to any subject, would seem to comprehend it as well as other business. Impression derived from conversing with her that she was in straitened circumstances, and must keep boarders; this was in Walnut street. I considered her then in body and mind totally incapable of conducting a business of that kind. Miss Long, Miss Jackson, Miss Pritchard have seen them.

Sukey Ore.—Knew Mrs. Goodwin more than 50 years; she came here in 1797; was married; born in same neighborhood with her; was exceedingly intimate with her. She was subject to lowness, dejection, and melancholy from a child; never in spirits till she went to England in 1801 and 2; she was something better after her return; at any small disappointment, as not receiving a letter when expected, she would droop: about 14 years ago she had a bad spell; seemed in a state of apathy and stupor; took no interest in any one or any thing; seemed like a statue; spirits very much depressed. Summer before death of husband was taken ill in the city, and was taken

to Columhosa; Dr. Beatty attended her there. For the convenience of medical attendance, she came back to 9 below South. She lay in a bed; took no sustenance; spoke to no one, except simple answers; acted with most inconsistency of any woman I ever knew to be rational. I was at the funeral, ,and saw her often; she then lived in Lombard near 12th, and saw her twice in 12th near Filbert. She was very silent and still; appeared nothing more than common. Saw defendant with her once in 12th, and once in Walnut st.; no conversation, except he asked why she did not call on him. He seemed fearful it was personal dislike; she said she could not well leave home, having no domestic. After his, Goodwin's death, she seemed very much excited, and often more than her strength would bear: was a great deal at Mr. Ingraham's office.

Cross examined. Can't say whether she was competent to transact business: at times she was very much excited; her conduct was very inconsistent; walked to the grave-yard and back in the rain, and would not go into a carriage. In his lifetime she had one or two domestics; she discharged them both, and had no assistance but a small black child; she did the menial work of the house, which she had never been used to; she has risen every morning at four o'clock to have her house in order by breakfast time, which she provided herself. After that she would go to the city to transact her husband's business, and fatigued almost to death when she returned; at other times would be incapable of attending to her household concerns. From her appearance you would suppose she was a very timid woman, but she had heroism to cross the Atlantic 5 times; once with her daughter, and once with Mr. Jackson: she left her parents there. Some years ago she undertook a journey up a river to state of New York, to see an acquaintance that came from Europe; the country was nearly a wilderness, and she had to have a guide. She was always in extremes; very persevering when she took any thing into her head, unless when she took no notice of any thing. After her business was over, her mind would be in that dejected state as not to notice any thing except her business. She was an intelligent competent woman; never smiled; had a good common plain English education; of a serious and religious cast and turn from 12 years; never joined in any amusements or amusing conversation; was about 57 when she died. Dr. Dewees attended her in Walnut st. about 14 years ago. Generally saw her once in two or three weeks; would pass an evening with her: acted rather extravagantly about her mourning, which she could not afford to pay for: bought a collar for 13 dollars, to make a present of to a young lady in June. Mrs. Goodwin paid my daughter for it; it was for Miss Jackson, her grand daughter. There were some little eccentricities in her conduct; recollect of no expression irrational, inapplicable, or improper. I judged from her actions more than words; would get into a complete passion, rage, and phrenzy at trifles; at times would seem to have no command of her temper; was very much attached to her husband.

Elizabeth Pritchett. I knew Mrs. G. from time I was quite a girl till her decease; boarded with her for near a year. Ten years ago she was in a very low state. After her moving in Walnut street, she was quite herself, and would be very well off for a while, till she had a severe spell at Columhosa. I was there with her. Her mind was very much disturbed; capable of attending to nothing. She said she knew nothing more about matters than as if she had never been acquainted with them. I went there in July, and staid there four months. She came to 9th, and remained very ill in mind.

well enough in body, but kept her bed; said she could take no interest in any thing did. When I saw her, after her husband's death, this was 3 months, she was very rational; said she had been attending to her husband's business: had Miss Long to assist her: this was in Lombard street. This did not continue long. Next time I saw her she was very low indeed: still in Lombard street. She said she had walked out of town to Haddington, in the evening, and came back in the morning. Said Mr. Ashton was going to levy on the grain in the ground, and was very much distressed about it. From that time she never seemed happy; was constantly in gloom and distress of mind. She was afraid she would not have enough to live on; was afraid of poverty. Her general appearance would indicate something wrong: would sit and say nothing; appeared very much distressed in mind. Saw her once in 12th street: appeared very low in health: to have lost all interest in her affairs. Much changed from what she was when I saw her after Mr. G.'s death. Saw her in Walnut street: I think she was worse. I advised her to have Dr. Beatty called in; I went for him. Never knew her to give away property: she was careful of it: I do not recollect any thing particular about it.

Cross examined. Saw her in 12th street, at 12 o'clock: she was about her domestic affairs. Unless when in this state, she always appeared quite an intelligent woman. The year I boarded with her she had no bad turn: was well all the time. Was better, and very much recruited, after a journey or voyage. I recollect no silly or foolish expression being used by her. Never saw her angry but once. Never knew her do a foolish, imprudent, or indiscreet act. Went to England second time, after I boarded with her. I paid my board when I staid there any time. I was often with her after the death of Mr. G. Said she would be very well off. She was not very communicative often. She said Mr. Ashton gave her a great deal of trouble; and Mr. Ashton's affair did so. One day saw him at Walnut street with some papers. She told him to say what he had to say about it: before nothing was said; after he went away she went away very much distressed indeed; but said nothing. He said nothing in reply to her. Am certain I saw him there with some business papers—conspicuous in his hand or hat—bundle like those on table. She told me once she had done something she ought not to do with some of her transactions; this was directly after she moved to Walnut street. When she moved there she was not fit for any duty. She was taken from Walnut to 9th. Sometimes she would take no nourishment for a day or two. In 12th, her mind was as low as could be. She visited me with a market basket while she lived in 12th: when she went away my daughter and I shed tears. Very little said, except about her moving from 9th to 12th. I then lived in 8 near Walnut.

Nehemiah Dodge. First knew Mrs. G. in 1821: was confidently acquainted with her. In a weak state of health: low spirits continued with variations: sometimes very much depressed; at others, tolerable. About time Goodwin died, was in habit of seeing her: for one year before she was in a very weak state; confined to her bed for some time: two or three months before, her health was a little recruited. After his death she had more business, and more excited by his business, the affairs of his estate: it lasted two or three months, then fell back into her ordinary state of mind: seemed much depressed on the subject of her business. For some kinds of business, she might have capacity to transact. Should hardly think she had sufficient capacity to transact any other than the ordinary business of life. I

would have taken no paper from her by which her interest would have been affected, without her legal adviser. She sometimes glanced at her affairs in conversation, but not directly. Before death of Goodwin, frequently conversed with defendant as to his claim on G.; explained it: said that: on a certain consideration he expected Mrs. G. would satisfy him, and had promised to do so: the consideration related to unfair conduct: the forgery of a certificate from the Recorder's office, and he was to let the matter rest, and not to prosecute if she would pay: he said he considered the deficiency for which he was not secured was 5 or 600 dollars.

Cross-examined. I took a bond from Mrs. G. on last December, 1828; it is among my papers. I had lent her 200, and was to pay her the balance between that and the following midsummer. A week or 10 days after, she was taken so ill that she never attended to any business transactions. I called with the money at one time when it was to be paid, and she did not seem to comprehend it. I said it was the time I was to give her some money; it was 20th February: $100. She made no answer at first: on my repeating it, with a little explanation, she said she could not take the charge of the money, or words to that effect. My family was in the habit of calling every day in Walnut street, and from their information I learned her illness. Defendant spoke of 5 or 600 dollars as balance, as he did not know the value of the securities he held till the property was sold. In bond I took Mr. Ingraham: was her legal adviser. I gave her a paper specifying the times of paying the balance. I would not have taken a paper, &c., because I thought her not in state of mind to calculate on her own interest. But I thought she could do so with a legal adviser. The business was perfectly plain; and I have no doubt she understood. Her situation did indicate that something was wrong in her mind. Low, and apparently absent, mind and condition. I have my deposition at home, taken in this cause. Defendant showed me his answer to this bill in equity. I expressed no approvance of it, or in direct terms disapprovance. I do not remember that I intimated any disapprobation of the answer as to her intellect. He read it. Don't think I read it. He was with me one hour or more. I believe I said to defendant, that Mr. Jackson was mistaken about the time of the illness of Mrs. G.; that he thought it was after she was taken down in January. From the answer, I found the instrument had been taken before she came to Walnut street. Cannot say whether I learned the time from the bill or conversation with Jackson; but it was one or the other. Learned the date from the answer. Saw the bill at about this time: cannot say whether before or after I saw the answer. Mr. J. showed me the bill, probably two or three weeks after it was filed. I have been long an intimate friend of Mr. Ashton. No recollection of his asking me, in the fear of God, if there is any thing wrong in this let me know. Defendant and I have had conversation on this subject since this suit. Knew nothing about it before, from conversation with him. I said if Mr. Jackson relied on her state of mind, on 5th January, to set aside the mortgage, he had better abandon the suit. This said after conversing with Dr. Fitch: I said it both to plaintiff and defendant the same day. Jackson dissented from me. He said he would withdraw the suit if the defendant would release the mortgage for 5 or 600 dollars. I mentioned this to defendant; he dissented. I was endeavoring to bring about a compromise. Mrs. G. was a woman of rather more than ordinary mental endowments. Think I have heard her say, before death of G., that defendant should be paid. Know I have heard her

say it after. Expressed a good opinion of defendant, and gratitude for his kindness before and after. During her illness in January, I do not mind of seeing her after 10, after she was taken down. After she came to Walnut street, she called once or twice at my house. Expressed dissatisfaction with defendant after suit brought. In summer of 1828, she said she was getting along very well with her business, except that with Mr. Ashton; he or his business gave her more trouble than all the rest of her settlements: the impression left on my mind is, it was he, &c. I never told defendant till suit brought. Competent to marketing, borrowing and paying small sums of money, to pay interest on notes in bank. Could not make a statement of matters. Was not competent to do this. Know nothing of her business faculties. Was intellectual on religious subjects. Mind more discriminating than usual. Don't know but he should do business with her, with the advice of her trustee. I have said her feelings would influence her judgment. There is some business in which I would not engage, with man or woman, without a legal adviser. She called on me, and asked me to go to Mr. Ingraham to see if she could secure me. When I expressed dissatisfaction to Mr. A. about what he had done, it was from what she told me, and before I knew of the date. She was very much attached to her husband, and sensitive as to any attack on his character. Before she went to Virginia—stopped—Edward I. Yard. I had the charge of the property stated in this paper in August, 1829; the income of mortgaged premises leaves a balance of 61 dollars a year to her heirs, excluding the mortgage of Ashton. My list embraces the whole property. Columhosa, gross rent, 704; taxes and int., 333 18; balance, $360.

Thomas Mitchell, the scrivener.—Mortgage and bond are in my hand writing, and the defeasance written by my son. Defendant spoke to me about drawing the mortgage; to best of my recollection brought me the title papers, or sent them in consequence of my telling her they were necessary. May be a week or so before they were executed: no hurry or unusual delay. Trustee attended with her. In the course of the conversation it was mentioned that the bond was not the debt, but was to secure other matters in relation to Mr. G., for which the securities were inadequate. The trustee suggested whether it ought not to be in the body of the mortgage. I suggested the defeasance. Trustee and Mrs. G. spoke of this matter; I rather attending to the result than the detail of the conversation: they were some time in the office. They went to a magistrate to acknowledge the mortgage. Defeasance was executed in my office. While they were gone to a magistrate, defeasance was drawn. Mr. Jewell was to come back for the defeasance. Her manner and deportment was attentive to the business. No remarkable feebleness of mind or body occurred to me. Believe she was alone when she first came. I think she came the first time with Mr. Ashton: he had called first. I said a bond would not avail ; it must be a mortgage, or it would not affect the estate; which was in the trustee. I had told her the presence of the trustee was necessary. She sent for him; or he was sent for. The defeasance was executed the same day. I don't remember what became of it. Don't know what became of it immediately. Trustee did not call for it. Have not the recollection of giving it to defendant. Long since the institution af this suit, he handed it to me. My office was at corner of 3 and Spruce. Papers executed in the early part of the morning.

Cross-examined. I had done some business for her before, in relation to

some trust tansactions, as to proporty in Spruce st., with one Fury, in 1824: had done business for Mr. A. before: no recollection of trustee coming for defeasance: know of no reason why there was no probate on it: think Jewell lived in 3d, above Walnut: no particular acquaintance with her. The whole thing took a fortnight or three weeks: have no recollection of what became of this paper; it was left on the desk: I have no distinct recollection of its being left on the desk: it was to be given to the trustee when he would call for it. Before drawing the mortgage, I had no distinct recollection: I know it was not to be a positive sum: there was to be some condition: he was to be made whole, but the detail was not definite: I concluded to draw the bond and mortgage in the usual form, and then when the parties met draw some other paper to explain it: never understood it distinctly till then: I sketched the defeasance at my table, and handed it to my son: he commenced it as they were going away, and drew it while they were away: it was then I gave the first direction to have it drawn: this was the first definite idea I had of the precise terms. Before parties met, I understood if another security was sufficient, this mortgage was to go for nothing. When defendant handed me the *the* paper, he said, that my young man had lent it to him. Nothing in manner to excite a thought that there was any thing lacking: no recollection of Mrs G. or Mr. Jewell calling or sending for defeasance.

Henry Khlu.—In 1829, was cashier of the Farmers' and Mechanics' Bank. 7th January, she came and paid the interest then due: nothing remarkable about her: was alone.

Cross examined. Don't recollect how long before there was any conversation between me and her about giving security: recollect of no reference to Mr. Ingraham, her counsel: recollect of seeing no paper in his handwriting: after protest, the notes were put into the hands of Mr. Purdon: she appeared a business woman, circumspect in her conduct: saw her not more than half a dozen times for 3 or 4 minutes.

Aaron Clements.—My note of 300 dollars originated prior to death of Goodwin: there was one other of 200 dollars, both transactions for mine and his benefit: but he had the largest amount of what was got from F. and M. Bank: 200 note had been reduced, I think, some: after his death, I gave Mr. Prentiss a note for my half of the 300, and endorsed for her to continue the renewal: this gave me opportunities of seeing her: she appeared to understand her business: I thought her an intelligent woman. After husband's death, my first interviews were with her in Lombard, and then in Walnut st.: never discovered any deficiencies in her mind: saw her on 21st March: saw her just before she made the arrangement in bank: she was in Lombard st. when note of Nov. was endorsed: then saw her in 12th st.: I believe there was an intermediate note, and I must have seen her: I paid my part of the 300 to the bank previous to the mortgage.

Cross-examined. I said to Mrs. G., I would arrange my part of the debt in bank, if she would of hers: no recollection of referring it to Mr. Ingraham: she often mentioned his name as doing her business, but not this mortgage particular. She has spoken of him as her adviser. After his death, she said, there was something in her husband's will about securing me and Mr. Prentiss: she was willing to release me on my paying my share, if she could make an arrangement with the bank: saw her once before his death, and on renewing notes, for space of half an hour: thought her rather intelligent than otherwise. As to her feelings, never discovered they were quick or lively, or want of intelligence.

John Prentiss.—Knew Mrs. Goodwin 3 years before his death: frequently called on me on business, after his death alone, in relation to these notes, and frequently spoke to me in relation to her general concerns, till she lived in 12th: she brought the note of Nov., and Clement the one of March: they were renewals: it originated in a note of G. and Clements: always seemed to me to have a perfect knowledge of business: I was surprised at her knowledge of business transactions of money, as a merchant: have heard her talk of debt to bank, Brucher's, Ashton's and me: said it was her husband's wish, in his sickness, and she should do it: had secured the bank, and had also given defendant a mortgage, subject to a settlement of accounts: then not acquainted with defendant.

Cross-examined. He had left a gold watch with me in pawn: I had it: I had lent him 150 on his check: as he could not pay it, he gave me his watch as a pledge: I lost 75 by it: believe she said that her husband described my claim to be settled: it never has been settled. I understood she consulted Mr. Ingraham: Goodwin's notes would have been paid, but Ingraham directed them not to be paid: was 20 times at my house; frequently stated what she had done: never saw her after she left 12th st.: used to sit one hour or two together sometimes, and talk about her business: I lent her small sums, which she repaid punctually as a clock: she bought a piano for her grandaughter, and wanted to borrow 50 dollars to pay for it: don't know if a purchase or a loan: she said it was worth $300

J. Purdon, esq.—I only know Mrs. G. in this transaction with the bank, the bond, and mortgage: two or three interviews alone at my office: sometimes, on one or two occasions, Jewell was with her: I acted as scrivener on part of bank, to take the security: appeared to be an active intelligent woman: no suspicion ever occurred to me that her mind was out of order.

Cross-examined. Had an interview with Mr. Ingraham on the subject. Deed of trust was produced when the mortgage was taken. From what Mr. Ingraham said, she was consulting him in that.

Mrs. Brucher. Knew Mrs. G. some years: G. introduced her at our house; after his death, she commenced business with my husband on money matters: was frequently there: heard her converse with him: she owed my husband; said that debt, Dr. Ashton's, and Mr. Prentiss', should be paid, and hoped to live to pay them. Wished to show the world she was honest, and if she lived long enough to make her will, she would do it. Not certain she did not live in Walnut st. at the time. Saw her in January in Walnut st., not very well. Said she did not like to speak on business before Miss Jackson; would come down to my house as soon as she was able. First visit there she appeared very well. Did not then speak to her on business, as I thought it would hurt her feelings. Always considered her as very keen, a very intelligent woman Is still in debt to the estate $200 or $250. Said defendant should not lose his money, whether as a friend of her husband or that he had not been treated well by him, I don't know. That he shonld not lose any thing. Visited her once or twice in 12 st.; then well. Conversed a little while with her. Said house was too small. Said would discharge the bills as soon as she could. Never perceived any difference in her intelligence at different times.

Cross examined. These bills were for money she borrowed from my husband.

Benjamin C. Brucher.—Knew Mrs. G.: was introduced at our house by Mr. G. about six years ago; since which she has occasionally called there. A

fewdays after his death she sent for my father to come and see her: she borrowed some money from father to pay some debts she had contracted. Was often present and heard her converse; she was a smart intelligent lady; very exact and smart in business transactions; not easily imposed on. Saw her two or three times in Walnut st. with notes from my father to her on business: she repeatedly sent answers verbally, appertaining to the business. Was once or twice in 12th st. as one of her notes had become due. She generally came down before they had become due, and attended to them. She sent word she would be down in a few days and see about it.

Cross examined I am 20 next October. Never five minutes converse with her since death of G. In conversation with my father she said G. had not acted altogether fair with Ashton, and she was desirous in securing Ashton; this before she moved to Walnut st ; after this, said she had done it. Mr. Ashton, father, Mr. Prentiss, and bank, should be paid first: had given Mr. A. a mortgage or bond, or some kind of writing. Called on her twice about coming down to see my father.

John W. Dagg —Knew Mrs. G. held a pew in a church while I served: saw her often in her place in meeting, in my own house, and visited her. Our conversation was chiefly on religious subjects. Soon after death of her husband, found her more calm and composed than I had expected. Judged from the philosophic calmness with which she bore her loss, that she was a woman of piety and intellect. Saw only at one time after she lived in Walnut st. I never suspected of her being crazy or wanting intellect.

Cross-examined. She belonged to the church at Blockley; Kinnard, the pastor, requested me to pay attention to her. My attention was never directed to an examination as to her intellect. Her religious impressions did not seem of a gloomy kind.

Dr. Fitch.—First knew Mrs. G. in Lombard st. in fall of 1828. Went home with Miss Jackson in December. House I now live in was vacant, and Mrs. G. came to it. Mr. Dodge and I went to 12th st., and we made the bargain. She to occupy the house; I to have a chamber; board with her; and she to board a servant for me. I paid the rent, and this was her portion of it: rent was 450. I occupied two lower rooms and a chamber: she had the rest of the house. The bargain was rather made for us. She came there 9th 10th of January, 1829; appeared in tolerable good health. Miss Jackson was there when the things came. She boarded me a servant for about ten days, when Miss Jackson was taken very sick: Dr. Beatty attended her: Mrs. G. evinced great anxiety. I found she had made a very incorrect bargain; that mine and the boys' board was more than the use of the rooms were worth; and I went to board with Mrs. Swords—my dinner and tea—took my breakfast at Mrs. G.; and boy boarded there. After Miss Jackson recovered, Mrs. G. was in a very peculiar state of mind; don't know what to call it not like other people. No symptoms of insanity, but of mental weakness Once burst out into an idiotic giggle; appeared to be nothing like herself. My imprssion is, there was a want of power of mind: would sit silent and still, and say nothing for a long time. She staid till spring: some of them spoke to me. Defendant appeared to be her agent, or to have something to do with her, very soon after her coming there. They would send down for him, and he would visit them. She went to market; had a servant girl she confided in; used to go to market; was the factotum; did every thing about house. She breakfasted with us some time; was very polite; a very feminine mind; very sensible as to small matters, and what I saw her

about at any time. From defendants conversation, my impression was, he had a great deal to do with her and her property; he mentioned his regard for her; his kind acts to her; his having had a great deal of trouble in her affairs. In fall before, he had been out till 9 o'clock at night.

Cross examined. For some time she did not come to breakfast; understood she was not well. Some time ago defendant called on me to go to Mrs. Ingersoll's office to be examined: I had an engagement and could not go then. In conversation up there, I told defendant there was a very strong impression against him on account of his being a clergyman; that they could exert very strong influence over professors of religion and members of the church; and that would attempt to prove it: he said no one could swear to that, unless they perjure themselves. I have never spoke to her in the presence of any one, or to her at all on the subject. After the furniture was removed to Mrs. Hidelins, she remained sitting in the chair till I sent and got a carriage to take her away; appeared greatly depressed: defendant asked me about it; I said if it turned on her competency, at the time we made the bargain, it was all fudge to set aside the mortgage.

Sarah M. Laman.—Boarded with Mrs. G. in 12th st: she came to the house 10th November, and staid till 10th January: appeared tolerably well in health: had no servant; did all the work herself: appeared rational: appeared an intelligent woman: did cooking and chamber work. Miss Jackson helped her very little: she was taking lessions from Mr. Dodge, and also from the music master. I knew her twelve or thirteen years ago: never heard or saw any want of capacity: did not converse with her, though I saw her at meals: sometimes would converse, sometimes not: before this, not a great deal in her society: Mrs. G. was to pay her part of the rent: she was well for a few days before moving: never heard Miss Long say there was any thing queer about her: I saw the most of her: she was an early riser: I cannot call to mind how the evenings passed.

Joseph H. Kinnard.—I was pastor of the church to which Mrs. G. belonged for six years prior to her going to Virginia: had frequent opportunities of conversing with her: I always regarded her as a woman of more than ordinary intellect, strict integrity, and piety: endeavored to conceal his faults: he was undoubtedly a wicked man: knew it by his fruits—his conduct: no doubt she was sincerely attached to him: saw her once in 12th st. as comfortable in health and mind as I had usually seen her: saw her in walnut st. just as she was recovering from an illness: no conversation with her, except on subject of religion: spoke gratefully of her recovery.

Cross-examined. She had a pew, and was a communicant in Blockley church: don't know if she retained the pew till she removed to Virginia: she left Blockley in 1824.

She came to my house 6 or 7 times a year; sometimes stay 2 or 3 days, sometimes only over-night; was sometimes very much dejected.

John Jones.—Mrs. Goodwin was indebted to defend't: I sat up two nights with the corpse of her husband, and was there frequently afterwards: till May, was there two or three evenings in a week: heard her recur to the kindness of Mr. Ashton, and complained of his not calling more frequently: have heard her ask Daniel to urge his brother to call: from May, not there till fall: I had a business I had taken in hand, to settle with Mrs. G., in which I had considerable difficulty; I then employed an attorney, finding her not disposed to settle; after which I never saw her, for the business was settled between the attorney and her. I finally sued her, and the amount

was paid in August, 1829. I found her a woman of uncommon capacity: in sitting with her, found her intelligent: in the negotiation and settlement of the business, I found her to exceed me in mercantile transactions. Through the summer of 1828, she called at my store, and in a particular manner referred to Mr. A., and stated he should never lose any thing by her; and repeatedly at her house, between death of G. and May, and whenever Daniel went away before me, she would tell him to tell defendant to call and see her, and that he had been negligent of her: she would then refer to acts of kindness in former times.

Cross-examined. I am a dyer by trade: had a very slight knowledge of G.: a lady that was to nurse my wife, was nursing Mrs. G. in May, 1827, I called occasionally to see this nurse, for whom I had a particular regard: last day of the year, Dr. recommended my wife to go to New York; she went, and staid eleven weeks: Mrs. sister staid with my wife: this was the way I became acquainted with her. The dispute was about the nurse's account for attending Mrs. Goodwin in her illness before his death: Miss Long was there: I have no recollection of her calling on me to state the unsettled state of Mrs. G., as an apology about the nurse's account: Mrs. G. appeared inclined to meditation at times, but I never saw any particular depression of spirits.

Nurse was no relation to me. This morning Miss Long called on me, and endeavored to recall my recollection to some visits to me, relative to Mrs. G.'s state of mind: she must have known of my being a witness: she had no business at my house, and has not been in the habit of visiting.

Benjamin G. Mitchell.—I saw this defeasance in the desk, whether before or after Mr. Ashton got it, cannot say: he was in the office one day, and he and my father had some conversation about it: we then did not know where it was: this was more than a year ago, when we were in the lower office: question was asked where it was: don't know by whom: it was said Mr. A. had borrowed it, but do not know who was present, or who said that.

Anthony Mustin.—Knew Mrs. G.: not on terms of great intimacy: last conversation was in March, 1829, and for a year and a half before; they had occupied a house in Lombard st., belonging to me: I met her at a meeting-house at Sansom st.: after his death she occasionally came to store I attended: I was at his funeral: assisted at the inventory: much pleased with her conduct, as a smart woman: discovered great strength of mind: business well planned, and arranged systematically: there was a boy living there: she wanted him put to a farm near Bustleton, as he would take care of it, and have justice done. This and other conversations made me think her a woman of strong mind, and before many business men. I kept a trimming store: she often called, till the date of March, 1829: still held the same opinion of her ability to transact business as I had before: heard of her illness, but did not see her: she was the last woman I should suspect of being charged with being of a weak mind. After that time, recollect no conversation with her, as I removed my store.

Cross-examined. I allude to her proposing a spy on the farm, when I say I was surprised to see her manage her affairs so well: boy was about 14 years of age: conversation sometimes on religion, sometimes on business in the store: she bought with judgment, not carelessly; she would sit 10 or 15 minutes; her purchases would amount to 25 cents; ball of yarn, quarter of needles, &c.: of a very religious devout turn: spoke readily of financial

concerns, or the difficulties in the church: disposition led her to talk on such subjects: I am a member and communicant of Baptist church.

Kenneth Jewell.—I was trustee of Mrs. Goodwin: in January, 1829, Mrs. G. and defendant called on me; at the time this was executed, we went down together; she said she wished to execute a mortgage to defendant on her property, to secure a claim he had against her late husband. I asked her if she had seen Mr. Ingraham on the subject: said not. This I put, as I heard Ingraham tell her not to transact any money matters without consulting him. She said she had not seen him for some time: he had treated her with coolness, and she had not called on him for some time. After we got to Mitchell's, asked her if she knew what mortgage was for. She said it was for collateral security. Then Mitchell said he would draw up an instrument to that effect. We went to the magistrate's office, and executed it: defendant went with us: I parted with them at corner of Dock and Third streets: Mr. Mitchell promised to leave the counter instrument with me, but I never saw it: before that, have heard her speak of Mr A. as a particular friend of hers: never saw her after, but once in following spring: he and I called on her: she had become involved in debt: was under a very heavy debt. We advised her to give up the house and go to boarding: defendant advised her to put her affairs into the hands of some person: I mentioned Mr. Ashton: he said he had no objections: she had better have some person to transact her business: she had made some imprudent contracts, and had been extravagant. I undertook to collect the rents in Lombard street; this was in May: defendant called on me, and stated the situation she was in: she had contracted debts: he thought she was going on very wild in her affairs: cannot say he proposed himself: said if she went on she would involve herself in debt beyond what she could pay. Defendant told me the bargain: said it was a rent she could not pay: said she had bought a piano for G. daughter: said he had lent her money to liquidate her debts, when she had not funds. We went together and introduced the subject; she talked rationally about it; was a woman of very excellent mind; at times very low spirited: had been trustee 3 years.

Before she went to Virginia, I went with her to Wampole, to execute a deed to the Baptist church; we did it, but the sale did not take effect.

Cross-examined. No intimation of this mortgage till called on to execute it: defendant went along with us to see it executed: no notice of her having executed any paper previously: I was well acquainted with her: she was very much attached to her husband: at times she was very correct, at others very absent; did not seem to recollect what had occurred the day before: she was punctual in her engagements: I cannot say I discovered any change in her after his death: she was rather melancholly: she seemed to have lost the recollection of her worldly affairs, but not her religious concerns: a very conscientious religious woman. For a few months after husband died, consulted me about her affairs; after that discovered a coolness towards me, for what reason did not know. I felt some difficulty about executing the mortgage, and I did not think it was my duty to interfere. A few days ago the defendant called on me and said he expected this trial would come on; he said he thought she was very rational; he said he thought if this was set aside on account of her state of mind, it would affect her other money transactions, and especially the mortgage she had given the bank. I forget whether he said he would send me the defeasance or I would call for it. I

did not attend to see it done; Mitchell said it was no odds whether it was done then or afterwards.

Benedict D. McCartney.—Knew Mrs. G. 5 or 6 years; a very remarkable sensible woman: heard her speak of defendant: said he had been injured by her husband, and it was right he should be secure: saw her 1st January, 1829, at defendant's house: appeared as well as usual: I thought she was remarkably communicative. This conversation about making him secure was two or three months previous, at defendant's house. A young lady and Mrs. Goodwin were there: think the remark was made to young lady: don't know who began the conversation: two or three times before that she appeared anxious to speak about this matter, each time at Mr. Ashton's: not certain if he was present: certainly not at some, think not at any: have often seen her there of a Sabbath, before death of G.

Cross-examined. In relation to a particular transaction she said defendant ought to be secure on account of his kindness to Mr. Goodwin, which was in not prosecuting him for forgery. I mean partly that kindness, and partly other kindnesses. My conversation with her was common placed: I visited very frequently at defendant's: my attention never called to state of her mind by any suspicion that all was not right.

Samuel Jones.—Knew Mrs. Goodwin many years; heard her speak of defendant in lifetime of Mr. G. She was present when he answered some questions I put to him about the certificate. She then said, Samuel I beg of you not to distress Mr. Goodwin; he has laid himself open to the law by Mr. Ashton and myself. She said she thought she had made an arrangement with Mr. A. to satisfy him, by promising to pay the amount out of her own if the other was in any way (unable.) She said you know if Mr. Goodwin fails, I have plenty of money and property to do it. This was at the Blockley farm, I think 1824; and said she had promised defendant so, and he had confidence enough in her promise to be satisfied, and not to distress Mr. Goodwin. She paid me for work done on the lower farm, which was hers. She was a very clever and smart woman.

Miss Long.—Last Friday morning I called at Mr. Jones' to know if Mrs. N. would be in town. Mr. J. replied that he had told defendant she would be of no use to him. He said he was subpœned: I expressed my surprise that he was subpœned. Said he had been called in court the day before. I said I am sorry I was not there to hear your deposition. He then said, Miss Long I shall be called at 10, and you can hear me. I said if I had known you had not given your testimony, I would not have said a word to you about He said if hehad not heard the other testimony, he would have said nothing about it, and would have been of no use to Mr. Ashton. I then went on to state how Mr. Ashton had sent for me, and met me at his brother's house, and endeavored to impress my mind with what he considered was correct; asked me many questions. I mentioned all the particulars which passed between us, at the particular request of Mr. Jones. I had heard Mrs. Nor was in town, which led me to call on Mr. Jones. I had called there before in August last was a year, and other places, to know where she lived.

Cross-examined. I did not see Mr. Jones in court.

Thomas Mitchell.—I am now clear that I had the old mortgage from G. previous to the day the parties met to execute the new one to draw the defeasance from, and that the defeasance was sketched the evening before. The mortgage and defeasance were read to the parties the next morning,

when Mrs. G. was there to execute it. The draft of the defeasance was read and approved. I was to engross it, when defendant was to return and sign it. This was to save time, and the trustee was to come and get it.

Cross examined. This now occurs to my recollection, from my own reflection, without conversing with any one. I had given a deposition on this subject, but it is not to be found; this morning I looked in the pigeon holes, and could not find it.

[$275—due $\frac{27}{30}$ April.] *Philadelphia, April* 27, 1822.

Twelve months after date, I promise to pay the Rev. W. E. Ashton or order, two hundred and seventy-five dollars, without defalcation, value received.

THOMAS GOODWIN.

[$800—7 April.] *Philadelphia, Jan.* 4, 1823.

Three months after date, I promise to pay Rev. W. E. Ashton or order, eight hundred dollars, without defalcation, value received.

THOMAS GOODWIN.

[$2,500.] *Philadelphia, March* 26, 1823.

On demand I promise to pay W. E. Ashton or order, twenty-five hundred dollars, without defalcation, value received, with lawful interest.

THOMAS GOODWIN.

This indenture, made the twenty eighth day of January, in the year of our Lord one thousand eight hundred and twenty three, between Thomas Goodwin, of the city of Philadelphia, broker, of the one part, and William E. Ashton, of Hamilton village, in the county of Philadelphia, clerk, of the other part: Whereas the said Thomas Goodwin, in and by his certain obligation or writing obligatory, under his hand and seal duly executed, bearing even date herewith, stands bound unto the said William E. Ashton in the sum of five thousand one hundred and fifty dollars, conditioned for the payment of two thousand five hundred and seventy-five dollars, lawful silver money of the United States of America, within twelve months from the date thereof, without any fraud or further delay, as in and by the said recited obligation and condition, relation being thereunto had, may more fully and at large appear. Now this indenture witnesseth, that the said Thomas Goodwin, as well as for and in consideration of the aforesaid debt or sum of two thousand five hundred and seventy-five dollars lawful silver money aforesaid, and for the better securing the payment of the same, with interest, unto the said William E. Ashton, his executors, administrators, and assigns, in discharge of the said recited obligation, as for and in consideration of the further sum of five shillings unto him in hand well and truly paid by the said William E. Ashton at and before the sealing and delivery hereof, the receipt of which five shillings is hereby acknowledged, hath granted, bargained, sold, aliened, enfeoffed, released, and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release, and confirm unto the said William E. Ashton, his heirs and assigns, all that piece or parcel of ground situate on the south side of the Haverford road, beginning at a stake on the south side of the said road; thence north seventy-two degrees west seventeen perches and two-tenths of a perch, to a stake in the line of Abel Jeanes' land; thence by said Abel Jeanes' land south five degrees and

twenty minutes east thirty-five perches, to a stone in the line of land now or late of Thomas Goodwin; thence by said Goodwin's land north (illegible in original) five degrees twenty minutes east fifteen perches and one-tenth of a perch, to a stone in the line of land now or late of Samuel Jones; thence by said land north four degrees west twenty-nine perches and one-tenth of a perch, to the place of beginning, containing three acres and fifteen perches; [being the same premises which Samuel Jones, of Haddington, in the township of Blockley, carpenter, and Rachael his wife, by indenture bearing date the thirtieth day of November, which was in the year of our Lord one thousand eight hundred and nineteen. recorded in the proper office in Deed Book I. W. No. 6, page 295, &c. granted and confirmed to the said Thomas Goodwin in fee,] together with all and singular the buildings, ways, waters, water courses, rights, liberties, privileges, improvements, hereditaments, and appurtenances whatsoever, thereunto belonging or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; to have and to hold the said piece or parcel of ground above described, hereditaments and premises hereby granted, or mentioned so to be, with the appurtenances, unto the said William E. Ashton, his heirs and assigns, to the only proper use and behoof of the said William E. Ashton, his heirs and assigns, forever: provided, always nevertheless, that if the said Thomas Goodwin, his heirs, executors, administrators, or assigns do and shall well and truly pay, or cause to be paid, unto the said William E. Ashton, his executors, administrators, or assigns, the aforesaid debt or sum of two thousand five hundred and seventy-five dollars, on the day and time hereinbefore mentioned and appointed for payment of the same, together with lawful interest as aforesaid, without any fraud or further delay, and without any deduction, defalcation, or abatement to be made of any thing, for or in respect of any taxes, charges, or assessments whatsoever, that then and from thenceforth, as well this present indenture and the estate hereby granted, as the said recited obligation, shall cease, determine, and become void, any thing hereinbefore contained to the contrary thereof in anywise notwithstanding. In witness whereof, the said parties to these presents have interchangeably set their hands and seals hereunto. Dated the day and year first above written.

THOMAS GOODWIN, [L. S.]

Sealed and delivered, in presence of—
G. BARTRAM.
G. CAMPBELL.

Know all men by these presents, that I, Samuel Jones, of Haddington, in Blockley township, in the county of Philadelphia, carpenter, am held and firmly bound unto William E. Ashton, of Blockley township aforesaid, minister of the gospel, in the sum of five thousand two hundred dollars lawful money of the United States of America, to be paid to the said William E. Ashton, his certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made, I do bind myself, my heirs, executors, administrators, and every of them, firmly by these presents. Sealed with my seal, dated the eleventh day of April, in the year of our Lord one thousand eight hundred and twenty-two. The condition of this obligation is such, that if the above bounden Samuel Jones, his heirs, executors, administrators, or any of them, shall and do well and truly pay, or cause to be paid, unto the above named William E. Ashton, his certain attorney, executors, administrators, or assigns, the just and full sum of two thousand six hun-

dred dollars, lawful money aforesaid, in one year from the date hereof, together with lawful interest, to be paid half yearly for the same, in like money, without any fraud or further delay, then the above obligation to be void, or else to be and remain in full force and virtue.

SAMUEL JONES, [L. S.]

Sealed and delivered, in presence of us:
THOMAS GOODWIN.
G. BARTRAM.

(Endorsed.)

Received, July 2d, 1824, of Mr. Samuel Jones, one hundred dollars on account of interest.

$100. WILLIAM E. ASHTON.

To Charles Chauncey, esq., attorney of the court of common pleas at Philadelphia, in the county of Philadelphia, in the State of Pennsylvania, or to any other attorney or prothonotary of the said court, or any other court there or elsewhere:

Whereas I, Samuel Jones, of Haddington, in Blockley township, in the county of Philadelphia, carpenter, in and by a certain obligation bearing even date herewith, do stand bound unto William E. Ashton, of Blockley township aforesaid, minister of the gospel, in the sum of five thousand two hundred dollars, lawful money of the United States of America, conditioned for the payment of two thousand six hundred dollars, lawful money aforesaid, with interest for the same. These are to desire and authorize you, or any of you, to appear for me, my heirs, executors, or administrators, in the said court or elsewhere, in an action of debt there or elsewhere brought, or to be brought against me, my heirs, executors, or administrators, at the suit of the said William E. Ashton, his executors, administrators, or assigns, on the said obligation, as of the last, next, or any subsequent term, there or elsewhere to be held, and confess judgment thereupon against me, my heirs, executors, or administrators, for the full sum of five thousand two hundred dollars, lawful money aforesaid, debt, besides costs of suit, by cognovit actionem or otherwise, as to you shall seem meet; and for you, or any of your so doing, this shall be your sufficient warrant. And I do hereby, for myself, my heirs, executors, and administrators, remise, release, and forever quit claim unto the said William E. Ashton, his executors, administrators, and assigns, all and all manner of error and errors, misprisms, misentries, defects, and imperfections whatever in the entering of said judgment, or any process or proceedings thereon or thereto, or anywise touching or concerning the same. In witness whereof, I have hereunto set my hand and seal the 11th day of April, in the year of our Lord one thousand eight hundred and twenty-two.

SAM'L JONES. [L. S.]

Sealed and delivered, in the presence of us:
G. BARTRAM.
TAOMAS GOODWIN.

This indenture, made the eleventh day of April, in the year of our Lord one thousand eight hundred and twenty-two, between Samuel Jones, of Haddington, in Blockley township, in the county of Philadelphia, carpenter, of the one part, and William E. Ashton, of Blockley township aforesaid,

minister of the gospel, of the other part: Whereas the said Samuel Jones, in and by a certain bond or obligation duly executed, bearing even date herewith, doth stand bound unto the said William E. Ashton, in the penal sum of five thousand two hundred dollars, lawful money of the United States of America, conditioned for the payment of two thousand six hundred dollars, lawful money as aforesaid, in one year from the date hereof, together with lawful interest, to be paid half yearly for the same, in like money, as in and by the said recited obligation and condition thereof more fully appears. Now this indenture witnesseth, that the said Samuel Jones, as well in consideration of the aforesaid debt or sum of two thousand six hundred dollars, lawful money aforesaid, and for the better securing the payment thereof, with the interest half yearly, unto the said William E. Ashton, his executors, administrators, and assigns, in discharge of the said recited obligation, as of the further sum of five shillings unto the said Samuel Jones paid by the said William E. Ashton at the time of the execution hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, released, and confirmed, and by these presents doth grant, bargain, sell, release, and confirm unto the said William E. Ashton, and to his heirs and assigns, all that lot or piece of land situate on the south side of the Haverford road, in the village of Haddington, in Blockley township aforesaid, beginning at a stake, a corner of this and a lot lately granted by Thomas Goodwin to David Sheldrake; thence along the said Haverford road north seventy five degrees west eleven perches and two-tenths to a stake, a corner of this and lot No. 11, lately granted by Thomas Goodwin to said Samuel Jones; thence south five degrees east thirty-two perches and six-tenths to a stake; thence by land now or late of Thomas Goodwin north eighty-five degrees east ten perches and five-tenths of a perch to a stake, another corner of this and lot No. 13, granted by the said Thomas Goodwin to David Sheldrake; thence north five degrees west twenty-eight perches and nine tenths of a perch to the first mentioned stake on the Haverford road, the place of beginning, containing two acres and two perches, be the same more or less, excepting, nevertheless, a small strip or piece of ground on the north side of the said lot, ninety feet in front on the Haverford road, and extending eastward the whole depth of said lot, where it contains in breadth eighty-six feet, which strip or piece of ground was heretofore conveyed by the said Samuel Jones to Thomas Goodwin in fee, (being the same lot or piece of land which John Rose of Blockley township aforesaid, plasterer, and Martha his wife, by indenture bearing date the thirtieth day of July, in the year of our Lord one thousand eight hundred and sixteen, recorded at Philadelphia, in deed book I. W. No. 1, page 446, &c., granted and conveyed unto the said Samnel Jones in fee;) and also all that stone messuage or tenement, and lot or piece of ground, situate in the village of Haddington aforesaid, on the south side of the Haverford road, beginning at the southeast corner of Washington street and the said road; thence along the said road north seventy seven degrees west five perches and forty-five hundredths of a perch to a stake, in the line of David Sheldrake's land; thence by said Sheldrake's land south five degrees and a half east twelve perches to Adam street; thence along said Adam street eighty five degrees and a quarter east four perches and seventy five hundredths to the said Washington street; thence along the said Washington street north two degrees and a half west eleven perches and two tenths of a perch, to the place of beginning, containing fifty-seven perches, (being the same premises which Thomas Jackson, of the city of Philadelphia, merchant,

and Sarah Hobson his wife, by indenture bearing date the thirtieth day of November, in the year of our Lord one thousand eight hundred and nineteen, recorded at Philadelphia aforesaid, in deed book I. W. No. 3, page 333, &c., granted and conveyed unto the said Samuel Jones in fee, together with all and singular the buildings, improvements, ways, waters, watercourses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever, unto the said hereby granted premises belonging or in anywise appertaining, and the reversions and remainders thereof; to have and to hold the said two described lots or parcels of land, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, with the appurtenances to the said William E. Ashton, his heirs and assigns, to the only proper use and behoof of the said William E. Ashton, his heirs and assigns, forever: provided, always, nevertheless, that if the said Samuel Jones, his heirs, executors, administrators, or assigns shall and do well and truly pay, or cause to paid, unto the said William E. Ashton, his executors, administrators, and assigns, the aforesaid debt or sum of two thousand six hundred dollars lawful money aforesaid, on the day and time herein before mentioned and appointed for payment thereof, together with lawful interest for the same half yearly, according to the condition of the said recited obligation, without any fraud or further delay, and without any deduction, defalcation, or abatement to be made, for or in respect of any taxes, charges, or assessments whatsoever; then, as well this present indenture and the estate hereby granted, as the said recited obligation, shall become void and of no effect, any thing herein before contained, to the contrary in anywise notwithstanding. In witness whereof, the said parties have hereunto interchangeably set their hands and seals, the day and year first above written.

SAM'L JONES, [L. S.]

Sealed and delivered, in presence of us:
G. BARTRAM.
THOMAS GOODWIN.

The 11th day of April, A. D. 1822, before me the subscriber, one of the aldermen of the city of Philadelphia, came the abovenamed Samuel Jones, and in due form of law acknowledged the foregoing written indenture of mortgage to be his act and deed, and desired the same might be recorded as such. Witness my hand and seal, the day and year aforesaid.

G. BARTRAM, *Aldm'n*, [L. S.]

Recorded in the office for recording deeds, &c. for the city and county of Philadelphia, in mortgage book J. H., No. 2, page 266, &c.

Witness my hand and seal of office, the 13th day of April, 1822.

JOHN HARRISON, *Recorder.*

On searching the records of mortgages for the city and county of Philadelphia, since the 1st day of August, 1816, I find the following unsatisfied mortgages on record, from Samuel Jones, on property in Haddington village, in Blockley township and Philadelphia county, to wit: one to John Rose, dated the 30th day of July, 1816, conditioned for the payment of 1,200 dollars, with interest; and one to Thomas Jackson, dated the 30th day of November, 1819, conditioned for the payment of 1,500 dollars, with interest.

Witness my hand and seal of office, the 1st day of April, 1822.

JOHN HARRISON, *Recorder.* [L. S.]

Paid and satisfied

Know all men by these presents, that, whereas William E. Ashton, of the city of Philadelphia, holds a bond and mortgage. dated the eighth day of January, 1823, against the estate of my late husband, Thomas Goodwin, and likewise a deed of conveyance for eight hundred and thirty acres of land in Bald Eagle township, Centre county, State of Pennsylvania, to secure to the said William E. Ashton, his heirs and assigns, the payment of two thousand five hundred and seventy-five dollars, with lawful interest for the same. Now know ye that, for divers good and valuable considerations, as well as for the further consideration of one dollar to me in hand well and truly paid, the receipt whereof is hereby acknowledged, I do hereby covenant and agree to and with the said William E. Ashton, his heirs, executors, and administrators, that should the property of Thomas Goodwin aforesaid, when sold, be insufficient to discharge the above claim of two thousand five hundred and seventy five dollars, with the interest due thereon, to pay and make good the deficiency out of my own private and separate estate; for the payment of which sum, I do by these presents bind myself, my heirs, executors, and administrators: provided, nevertheless, that nothing herein contained is to effect or at all prejudice the claim of the said William E. Ashton upon any other property, or against any other person, for the said sum of money due him from the estate of said Thomas Goodwin; but all sureties for the payment of said sum are to be and remain the same as if these presents had never been made and executed. In witness whereof, I have hereunto set my hand and seal, this 17th day of July, 1828.

MARIA GOODWIN, [L. S.]

Sealed and delivered, in presence of us:
D. R. ASHTON,
ANNA B. LONG.

Daniel R. Ashton, a witness for the defendant, being duly sworn according to law, says as follows:

I was acquainted with the late Maria Goodwin; I knew her for ten years before her death. After the death of her husband, I became particularly intimate with her; it commenced from that time. I visited her two or three times during a week; at the time she lived in Lombard street, habitually; that was shortly after her husband's death. I occasionally did things for her. I often heard her speak of my brother, the defendant, almost every time I went there. He transacted no business for her at that time, that I know of. He visited her very seldom, not so often as she wished. She always spoke of him in terms of approbation, being an intimate friend of her's; expressed a wish that he should visit her. She spoke of his neglecting her; being a widow, and he being pastor of the church to which she had belonged, and in fact did then, as I was under the impression. She always wished him to visit her; it was a particular wish of her's; she desired me to tell him so, and I did several times. Agreeably to my practice of calling to see her two or three times a week, I called one afternoon; she requested me to tell my brother to come there the next evening, or the next afternoon rather, and she wished me to accompany him, to sign a bond, the object of which was to secure him. She did not say what she meant by securing him, and seemed to suppose I knew. She had spoken to me several times before about securing him; said he never should lose one cent. I called in the afternoon she requested me to come, and my brother came after me; we were sitting in the back parlor; Mrs. Goodwin requested me to come into

front room, and requested my present wife, who was sitting in the back room, to go up stairs; we were then unmarried. I came into the front room; Miss Long was sent for; I don't know by what messenger, unless by the present Mrs. Ashton. I don't know why Mrs. Ashton was sent away, and Miss Long brought. Mrs. Goodwin had the bond and produced it; I don't know by whom it was written; I don't know whether she had already signed it, or did so in my presence; but she requested me to sign it as a witness, and I did so. Miss Long came down stairs when I was in the act of signing as a witness, and she wished to know the purport of the paper. Mrs. Goodwin said, why Anna havn't you confidence. She had asked her to sign it as a witness, and she caught hold of a pen and signed it. This is the paper now produced and exhibited to me, dated 17th July, 1828. I do not know the hand writing in which it is filled up. I have no recollection of any blank being filled up in my presence. I never knew of Mrs. Goodwin refusing herself to my brother. After her removal to Twelfth street, where she went from Lombard street, I called three times, or thereabouts. She appeared still desirous to see my brother. Her removal, I should think, was something like three months, or four, after the bond was executed; but I have no certainty of recollection about it. She asked why my brother did not call, and I apologized for his absence; I think he had at that time a very bad finger—a sore finger; I don't know whether he called or not. She remained, I suppose, two or three months in Twelfth street. She removed thence to Dr. Fitch's, in Walnut street. She became unwell after she removed there, directly. She appeared as if she did not wish to see persons as freely as formerly, or jest, or laugh, or any thing of the kind. She was in low spirits; I saw her frequently. She appeared to be perfectly herself. I did not entertain any doubt with regard to her power or possession of mind. I used to converse with her often at that time—general topics, and frequently about my brother and his not calling to see her; and she frequently sent for him; she sent me—requested me to tell him. I think I never saw my brother there; she very frequently inquired for him. Miss Jackson and Miss Long both boarded at the house and took care of her. Miss Long called, I recollect, three times at the seminary for my brother, in Mrs. Goodwin's name, and urged his coming; I believe he went. One morning I called at Mrs. Goodwin's, and the young ladies told me that my brother had just gone. I am not able to go out; the physician has interdicted my going out at all; I am suffering under an enlargement of the liver, and taking mercury. I attribute the circumstance of my visits being less frequent when Mrs. Goodwin removed to Twelfth street, than they had been before, to the greater distance from my residence, and I was attending to some studies. Mrs. Goodwin had formed an attachment for Elizabeth J. Marsh, my present wife, and requested her to be with her when she, my present wife, was sick, which she was at the time the bond was signed in Lombard street. She said she gave the bond to my brother to secure him, in case of her death.

Being cross-examined by complainant's counsel. I am a literary teacher by profession. I understood for ten or twelve years that my brother had a claim on Thomas Goodwin. I have heard my brother say he had a hope of getting that claim secured by Mrs. Goodwin, or out of her estate, one or two years before this signing the bond took place, and during Goodwin's lifetime. I don't know whether my brother visited her during the two or three years immediately preceding Goodwin's death; certainly not very often. Goodwin lived in the district in which my brother's church is, and

they had a pew and used to attend till two or three years before Mr. Goodwin's death: she removed then to the vicinity of another Baptist church, which she attended. I have never heard my brother say in whose handwriting that bond was. A dollar was offered to her at the time the bond was executed; I believe she caught hold of it and handed it back—two half dollars; they had a smile about it. I think my brother said nothing, when Miss Long inquired as to the object of the bond. I heard my brother, within two years previous to the execution of the bond, speak of his claim on Goodwin'sestate; perhaps I heard him once or twice more recently, within six months previous to its execution; I was residing with him then and at the time of the execution. I heard something of Mrs. Goodwin's lawyer interfering to prevent her signing away some of her estate. I heard that from my brother, and I likewise heard it from Mrs. Goodwin; I think it was after the execution of the bond. I understood she had given him a claim on a certain building; but she did not, and in lieu gave him a claim on another building. Mrs. Goodwin was a woman of very pious and conscientious turn of mind and disposition. My brother said nothing to me about the coming. She requested me to tell my brother to come up, and requested me to accompany him. I don't think my brother made any remark, except that he would be there at the time appointed. I here speak as to the execution of the bond.

D. K. ASHTON.

Sworn before me, this 9th of May, 1832.

P. CHRISTIAN, *Alderman.*

To James S. Smith, attorney of the court of common pleas at Philadelphia, in the county of Philadelphia, in the State of Pennsylvania, or to any other attorney of said court, or of any other court there or elsewhere:

Whereas I, Maria Goodwin, of the city of Philadelphia, widow of Thomas Goodwin, deceased, by a certain obligation bearing even date herewith, do stand bound unto the Reverend William E. Ashton, of said city, in the sum of six thousand dollars, lawful money of the United States, conditioned for the payment of three thousand dollars, such as aforesaid, with interest for the same. These are to desire and authorize you, or any of you, to appear for me, my heirs, executors, or adminis in the said court or elsewhere, in an action of debt there or elsewhere brought, or to be brought against me, my heirs, executors, or administ , at the suit of the said William E. Ashton, his executors, administrators, or assigns, on the said obligation, as of the last, next, or any other subsequent term, there or elsewhere, to be held, and confess judgment thereupon against me, my heirs, executors, or adminis for the sum of six thousand dollars, money of the United States, debt, besides costs of suit, by non sum informatus, nil dicit, or otherwise, as to you shall seem meet; and for your or either of your so doing, this shall be your sufficient warrant. And I do hereby, for me, my heirs, executors, or administrators, remise, release, and forever quit claim, unto the said William E. Ashton, his heirs, executors, administrators, and assigns, all and all manner of error and errors, mis-prisms, misentries, defects, and imperfections whatever, in the entering the said judgment, or any process or proceedings thereon or thereto, or in anywise touching or concerning the same.

In witness whereof, I have hereunto set my hand and seal, the fifth day

of January, in the year of our Lord one thousand eight hundred and twenty-nine—1829.

MARIA GOODWIN, [L. S.]

Sealed and delivered in the presence of—
B. G. MITCHELL.
JOHN C. MITCHELL.

Know all men by these presents, that I, Maria Goodwin, of the city of Philadelphia, widow of Thomas Goodwin, deceased, am held and firmly bound unto the Reverend William E. Ashton, of the said city, in the sum of six thousand dollars, lawful silver money of the United States of America, to be paid to the said William E. Ashton, his certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made, I do bind myself, my heirs, executors, and administrators, and each and every of them, firmly by these presents. Sealed with my seal, dated the fifth day of January, in the year of our Lord one thousand eight hundred and twenty nine—1829.

Now the condition of this obligation is such that, if the above bounden Maria Goodwin, her heirs, executors, administrators, or any of them, shall and do well and truly pay, or cause to be paid, unto the above named William E. Ashton, his certain attorney, executors, administrators, or assigns, the just and full sum of three thousand dollars, such as aforesaid, in one year from the date hereof, together with lawful interest for the same, without any fraud or further delay, then the above obligation to be void, or else to be and remain in full force and virtue.

MARIA GOODWIN, [L. S.]

Sealed and delivered, in presence of us:
B. G. MITCHELL.
JOHN C. MITCHELL.

This indenture, made the fifth day of January, in the year of our Lord one thousand eight hundred and twenty-nine, between Maria Goodwin, of the city of Philadelphia, widow of Thomas Goodwin, deceased, of the one part, and Kenneth Jewell, trustee, as hereinafter mentioned, and at the request of the said Maria, of the second part, and the Reverend William E. Ashton, of the said city, of the other part: whereas the said Maria Goodwin, in and by a certain obligation or writing obligatory, under her hand and seal duly executed, bearing even date herewith, stands bound unto the said William E. Ashton, in the sum of six thousand dollars, lawful money of the United States, conditioned for the payment of three thousand such as aforesaid, in one year from the date hereof, together with lawful interest for the same, without any fraud or further delay, as in and by the said recited obligation and condition thereof, relation being thereunto had, may more fully and at large appear.

Now this indenture witnesseth, that the said Maria Goodwin and Kenneth Jewell, as well for and in consideration of the aforesaid debt or sum of three thousand dollars, and for the better securing the payment thereof, with its interest, unto the said William E. Ashton, his executors, administrators, and assigns, in discharge of the said recited obligation, as for and in consideration of the further sum of one dollar, like lawful money, unto them in hand well and truly paid by the said William E. Ashton, at and before the sealing and delivery hereof, the receipt of which one dollar is hereby acknowledged, hath granted, bargained, sold, released, and confirm-

ed, and by these presents doth grant, bargain, sell, release, and confirm unto the said William E. Ashton, his heirs and assigns, all those messuages or tenements, and lot of ground whereon they are erected, situate at the southwest corner of Spruce street and Green street, in the city of Philadelphia, containing in front on Spruce street, fifteen feet six inches, and in length or depth one hundred and two feet, bounded on the north by Spruce street, and on the east and south by Green street, and on the west by ground late of —— Miller: also all that certain lot or piece of ground, and brick messuages or tenements thereon erected, situate on the east side of Delaware Seventh street, at the distance of seventy feet six inches from the north side of Mary street, in the said city, containing in front or breadth on the said seventh street, fifteen feet six inches, and in length or depth ninety feet, bounded on the south by ground of Joseph Penrose, on the east by ground of Secondo Bosio, on the north by ground of James Williams, and on the west by Seventh street aforesaid; subject to a yearly rent charge of forty-one dollars and thirty-three cents, payable half-yearly, forever clear of taxes: and also all that other messuage and lot of ground situate on the north side of Lombard street, one hundred and fourteen feet from the east side of Delaware Eighth street, in the said city, containing in front, on Lombard street, sixteen feet, and in depth, northward, sixty feet, subject to a rent charge of fifty-six dollars, payable half yearly, forever clear of taxes. [The messuage and lot first described by indenture, dated the first day of November, 1824, recorded in deed book G. W. R. No 5, page 45, &c., executed by Charles Furey, jr. and wife. And the last two described lots and buildings, by indenture dated the ninth day of February, A. D. 1825, recorded in deed book G. W. R. No. 12, page 260, executed by Rachael Pesoa, were severally conveyed to the said Kenneth Jewell, and his heirs in trust, inter alia. to convey the same to such persons, and for such uses as the said Maria should direct; and she, the said Maria, doth hereby direct the said Kenneth Jewell to execute these presents.] Together with all and singular the buildings, improvements, ways, waters, water-courses, rights, liberties, privileges, improvements, hereditaments, and appurtenances, whatsoever, thereunto belonging, or in anywise appertaining, and the reversions and re-remainders, rents, issues, and profits thereof; to have and to hold the said messuages or tenements, and described lots of ground, hereditaments, and premises hereby granted or mentioned, and intended so to be with the appurtenances, unto the said William E. Ashton, his heirs and assigns, to the only proper use and behoof of the said William E. Ashton, his heirs and assigns, forever: Provided, always, nevertheless, that if the said Maria Goodwin, her heirs, executors, administrators or assigns, do and shall well and truly pay, or cause to be paid, unto the said William E. Ashton, his executors, administrators, or assigns, the aforesaid debt or sum of three thousand dollars, such as aforesaid, on the day and time hereinbefore mentioned and appointed for payment thereof, together with lawful interest for the same, without any fraud or further delay, and without any deduction, defalcation, or abatement to be made of any thing, for, or in respect of, any taxes, charges, or assessments, whatsoever, then and from thenceforth, as well this present indenture and the estate hereby granted, as the said recited obligation shall cease, determine, and become void, any thing hereinbefore contained to the contrary thereof, in anywise, notwithstanding.

In witness whereof, the said parties to these presents have interchangea-

bly set their hands and seals hereunto. Dated the day and year first above written. MARIA GOODWIN, [L. S.]
KENNETH JEWELL, *trustee.* [L. S.]

Sealed and delivered, in the presence of—
B. G. MITCHELL.
J. C. MITCHELL.

The fifth day of January, Anno Domini, 1829, before me, the subscriber, an alderman of the city of Philadelphia, came the above named Maria Goodwin and Kenneth Jewell, and acknowledged the above indenture of mortgage to be their and each of their act and deed, and desired the same may be recorded as such. Witness my hand and seal, the day and year aforesaid.

WILLIAM MILNOR, *Alderman,* [L. S.]

Recorded in the office for recording deeds, &c. for the city and county of [L. S.] Philadelphia, in mortgage book G. W. R. No. 12, page 584, &c. Witness my hand and seal of office, this 5th day of January, A. D. 1829.

GEO. W. RITER, *R.*

Whereas Thomas Goodwin, by an indenture of mortgage, dated the twenty-eighth day of January, eighteen hundred and twenty-three, recorded in mortgage book I. H, No. 4, page 103, &c., granted to William E. Ashton the premises therein described, to secure the payment of two thousand five hundred and seventy-five dollars, with interest: And whereas Maria Goodwin, the widow of the said Thomas Goodwin, has this day executed a bond, conditioned for the payment of three thousand dollars to the said William E. Ashton, in one year from the date hereof, with lawful interest for the same; and she, the said Maria Goodwin, and Kenneth Jewell, her trustee, have this day mortgaged to the said William E. Ashton certain messuages and lots on Spruce, Seventh, and Lombard streets, to secure the payment of said bond. Now, the said William E. Ashton, for himself, his heirs, executors, administrators, and assigns, doth hereby acknowledge to, and agree with, the said Maria Goodwin, and Kenneth Jewell, her trustee, their heirs, executors, administrators, and assigns, that the said last mentioned mortgage, and the bond therein recited, are made and executed as a further and collateral security for the payment of the first above mortgage debt, and for no other purpose whatever. And if the first abovemenioned mortgage premises shall be adequate to satisfy the first mentioned mortgage debt, interest, and cost, besides prior incumbrances, or if the said Maria Goodwin should pay any balance that may remain of the said first mentioned mortgage debt after the mortgage premises are sold and exhausted, then the last mentioned mortgage, and the bond therein recited, shall be void and of no effect, anything therein contained to the contrary notwithstanding.

In witness whereof, the said William E. Ashton hath hereunto set his hand and seal, this fifth day of January, Anno Domini, one thousand eight hundred and twenty-nine—1829.

WILLIAM E. ASHTON. [L. S.]

Sealed and delivered in presence of us:
T. MITCHELL.
B. G. MITCHELL.

Due January 20.
Dolls. 100.

*Philadelphia, Nov. 18th,* 1828.

Sixty days after date I promise to pay to the order of Maria Goodwin one hundred dollars, without defalcation, for value received.

AARON CLEMENT,
*Indian Queen, 4th street.*

"Endorsed," MARIA GOODWIN.

UNITED STATES OF AMERICA.
Due January 20.
Dolls. 100.

*Philadelphia, Nov.* 18, 1828.

Sixty days after date I promise to pay to the order of Maria Goodwin one hundred dollars, without defalcation, for value received.

"Signed" AARON CLEMENT.
"Endorsed" MARIA GOODWIN.

Be it known that, on the day of the date hereof, I, Henry G. Freeman, esquire, notary public for the Commonwealth of Pennsylvania, residing in the city of Philadelphia, by lawful authority, duly commissioned and sworn, at the request of Mr. J. Prentiss, presented the original promissory note, whereof a true copy is above written, unto Mr. Aaron Clement, the maker of the same, and demanding payment, I received for answer that he had forgotten the said note. Wherefore, I notified the endorser of the nonpayment thereof; whereupon, I, the said notary, at the request aforesaid, have, and do hereby solemnly protest against the drawer of the said promissory note, and all others concerned, for all exchange, re-exchange, costs, damages, and interest, suffered and to be suffered for want of payment thereof.

Thus done and protested, at Philadelphia aforesaid, the twentieth day of January, 1829.

[L. S.] In testimonium veritis.

HENRY G. FREEMAN,
*Notary public.*

May 23.
Dolls. 100.

*Philadelphia, March* 21, 1829.

Sixty days after date I promise to pay to the order of Aaron Clement one hundred dollars, without defalcation, for value received.

MARIA GOODWIN.
"Endorsed" AARON CLEMENT.

UNITED STATES OF AMERICA.
Dolls. 100.

*Philadelphia, March* 21, 1829.

Sixty days after date I promise to pay to the order of Aaron Clement one hundred dollars, without defalcation, for value received.

"Signed" MARIA GOODWIN.
"Endorsed" AARON CLEMENT.
JNO. PRENTISS.

Be it known that, on the day of the date hereof, I, Henry G. Freeman, esquire, notary public for the Commonwealth of Pennsylvania, residing in the city of Philadelphia, by lawful authority, duly commissioned and sworn,

at the request of the Southwark Bank, presented the original promissory note, whereof a true copy is above written, unto Maria Goodwin, the maker of the same, and demanding payment, I received for answer, that the said note could not be paid at present. Wherefore, I notified the endorser of the nonpayment thereof; whereupon, I, the said notary, at the request aforesaid, have and do hereby solemnly protest against the drawer of the said promissory note, and all others concerned, for all exchange, re-exchange, costs, damages, and interest, suffered and to be suffered for want of payment thereof.

Thus done and protested at Philadelphia aforesaid, the twenty third day, of May, 1829.

[L. S.] In testimonium veritis.

HENRY G. FREEMAN,
*Notary public.*

This cause coming on this second day of July, A. D. 1832, to be heard on the bill, answer, and replication, exhibits and proofs; and the parties having been fully heard by their counsel, and the court having taken time to consider of the same till this day, do order, adjudge, and decree, that the bill of the complainants be dismissed without costs.

Whereupon, afterwards, to wit, on the eighth day of February, A. D. 1833, the complainants aforesaid, by Edward D. Ingraham, esquire, their attorney, pray leave to appeal from the decree aforesaid to the Supreme Court of the United States, and the same is allowed upon security being given.

UNITED STATES,
*District of Pennsylvania.* } *sct.*

I certify the foregoing to be a true and faithful copy of the record and proceedings of the circuit court of the United States, in and for the district of Pennsylvania, in the third circuit, in a certain suit in equity therein lately depending between Thomas Jackson, a citizen of the State of Virginia William Goodwin Jackson, and Maria Congreve Jackson, citizens of Virginia, infants by their father and next friend, the said Thomas Jackson, complainants, and the Reverend William E. Ashton; a citizen of the State of Pennsylvania.

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of said court, at Philadelphia, this eighth day of January
L. S.] A. D. 1834, and in the fifty-eighth of the independence of the said United States.

F. V. HOPKINSON,
*Clerk Circuit Court.*